

2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 18th day of June 20 20  
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Four to Contract 08-01MAR16 – On-Line Computer Legal and General Research Services.

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

Done this 18th day of June 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



613 E. Ash, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: June 9, 2020  
RE: Amendment #4 to Contract #08-01MAR16 – On-Line Computer Legal and General Research Services

Amendment #4 to Contract #08-01MAR16 – On-Line Computer Legal and General Research Services that was awarded June 30, 2016 (Commission Order 314-2016) is being amended to add an update to the subscription agreement for Clear-Proflex used by the Boone County Prosecuting Attorney's Office. All other terms, conditions, and prices of the original agreement as previously amended remain the same.

The following Department/Account codes will be used:

- 1261 - Prosecuting Attorney/70100 – Software Subscriptions: \$4,622.64

/lp

cc: Contract File

Commission Order: 266-2020  
 Date: 6/22/2020

**CONTRACT AMENDMENT NUMBER FOUR  
 PURCHASE AGREEMENT 08-01MAR16  
 FOR  
 ON-LINE COMPUTER LEGAL AND GENERAL RESEARCH SERVICES  
 FOR THE BOONE COUNTY PROSECUTING ATTORNEY - TERM AND SUPPLY**

The Agreement **08-01MAR16** dated the 30<sup>th</sup> day of June 2016 made by and between Boone County, Missouri and **West Publishing Corporation d/b/a West, a Thomson Reuters Business**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended to incorporate the attached Westlaw Renewal Order Form, and as follows:

1. Update the CLEAR PROFLEX subscription for the Boone County Prosecuting Attorney's Office per the attached Order ID: Q-00795348 which shall be incorporated into the contract by reference.

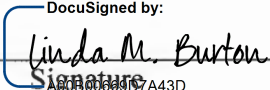
<b>Account Number</b>	1004931213			
<b>Customer Name</b>	Boone County Prosecuting Attorney			
	<b>CLEAR/ProFlex Renewals-- see Order ID: Q-00795348</b>			
<b>Service Material</b>	<b>Product</b>	<b>Monthly Charges – Firm and Fixed</b>	<b>Minimum Terms (Months)</b>	<b>Year Over Year Increase During Minimum Term</b>
41308780	CLEAR PROFLEX	\$385.22	24	3%

2. All other terms, conditions, provisions and prices of the original agreement, as previously amended, shall remain in full force and effect.

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

**WEST PUBLISHING CORPORATION  
 DBA  
 WEST, a THOMSON REUTERS BUSINESS**

**BOONE COUNTY, MISSOURI  
 BY: BOONE COUNTY COMMISSION**

By: DocuSigned by:  
  
 Signature

DocuSigned by:  
  
 Presiding Commissioner

By: SSCMC  
 Title

266-2020

Commission Order: \_\_\_\_\_  
Date: 6/22/2020

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
[Signature]  
County Counselor  
7D71B5AEB9D74DD...

DocuSigned by:  
Brianna L Lennon by MT  
County Clerk  
7D82DA986BF6495...

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.)

1261/70100- \$4,622.64

DocuSigned by:  
Jane E Pitchford by J  
~~No Encumbrance Required~~  
Signature  
8C24BD84EE7A483...  
6/10/2020  
Date  
Appropriation Accounts



THOMSON REUTERS

**Order Form****Order ID:Q-00795348**Contact your representative [ken.trudeau@thomsonreuters.com](mailto:ken.trudeau@thomsonreuters.com) with any questions.  
Thank you.**Subscriber Information****Account Address**Account #: 1004931213  
BOONE COUNTY PROSECUTOR  
DAN KNIGHT  
705 E WALNUT ST  
COLUMBIA MO 65201-4448 US**Shipping Address**Account #: 1004931213  
BOONE COUNTY PROSECUTOR  
DAN KNIGHT  
705 E WALNUT ST  
COLUMBIA MO 65201-4448 US**Billing Address**Account #: 1004931213  
BOONE COUNTY PROSECUTOR  
DAN KNIGHT  
705 E WALNUT ST  
COLUMBIA, MO 65201-4448 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

**ProFlex Products**  
See Attachment for details

Service Material	Product	Quantity	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
41308780	CLEAR PROFLEX	1	\$385.22	24	3%

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 90 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges and Schedule A rates.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement-schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

**The General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The General Terms and Conditions for Federal Subscribers are located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**CLEAR Fixed Rate Usage** :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage** :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of sworn officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**ACKNOWLEDGEMENT Q-00795348**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

Daniel K. Knight  
Signature of Authorized Representative for order

Boone County Prosecutor  
Title

Daniel K. Knight  
Printed Name

5-26-20  
Date

© 2020 West, a Thomson Reuters business. All rights reserved

This Order Form will expire and will not be accepted after 7/21/2020 CT.





THOMSON REUTERS

**Attachment****Order ID:Q-00795348**Contact your representative [ken.trudeau@thomsonreuters.com](mailto:ken.trudeau@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-00795348

**Payment Method:**Payment Method: Bill to Account  
Account Number: 1004931213**Order Confirmation Contact (#28)**Contact Name: Jessica Watson  
Email: [jwatson@boonecountymo.org](mailto:jwatson@boonecountymo.org)

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1004931213	BOONE COUNTY PROSECUTOR	705 E WALNUT ST COLUMBIA MO 65201-4448 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
5	Seats	41954352	CLEAR Government Investigations
50	Alerts	41343547	CLEAR Alerting Pro Addon

Account Contacts			
Contact Name		Email Address	Customer Type Description
Jessica	Watson	<a href="mailto:jwatson@boonecountymo.org">jwatson@boonecountymo.org</a>	CLEAR PRIMARY CONT
Jessica	Watson	<a href="mailto:jwatson@boonecountymo.org">jwatson@boonecountymo.org</a>	EML PSWD CONTACT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.111.111.111	222.222.222.222				

Sub Material	Quantity	Active Subscription to be Lapsed
41954352	5	CLEAR Government Investigations

267<sup>2020</sup>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

18th

day of

June

2020

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 41-30JUN19C – Natural Gas Transportation Service with Union Electric Company (Ameren).

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

Done this 18th day of June 2020.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: June 10, 2020  
RE: Contract 41-30JUN19C - Natural Gas Transportation Service with Union Electric Company (Ameren)

Attached for signature is a contract with Union Electric Company (Ameren) for transport gas. Ameren natural gas customers in Missouri meeting the minimum threshold of 5,000 CCF natural gas usage are eligible to utilize "transport gas/deregulated gas". We have three buildings that qualify: Boone County Government Center, Boone County Jail, and Boone County Courthouse.

Facilities Maintenance pays invoices for 6211 - Utilities - Courthouse, 48100 - Natural Gas and 6210 - Utilities - Government Center, 48100 - Natural Gas. The Sheriff Department pays invoices for 1251 - Sheriff, account 48100 - Natural Gas.

cc: File

P.S.C. Mo. No. 2 1st Revised SHEET No. 16.4  
Cancelling P.S.C. Mo. No. 2 Original SHEET No. 16.4

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

### \*11. Form of Natural Gas Transportation Agreement

\*\* **THIS AGREEMENT**, made and entered into this 18 day of June, 20  , by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors or assigns, hereinafter referred to as "Company," and the Transportation Customer, Boone County, Missouri, a Missouri political subdivision with a facility in Columbia, Missouri, its successors or assigns, hereinafter referred to as "Customer,"

#### WITNESSETH:

**WHEREAS**, Company owns and operates facilities for the distribution and sale of natural gas to Customer's premises; and

**WHEREAS**, Customer is entering into contracts for the purchase of natural gas for its own use from producers, marketers or from other suppliers and is arranging for the delivery of said gas to Company at one of its city gate stations; and

**WHEREAS**, Customer desires to contract with Company for the transportation of said gas through the distribution mains and pipes of Company to Customer's premises; and

**WHEREAS**, Company has agreed to the said request for transportation and Customer has agreed to transportation service from Company, subject to the terms and conditions of Company's Missouri Public Service Commission (Commission) approved Natural Gas Transportation Service tariffs.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements as herein set forth, both Company and Customer agree as follows:

#### ARTICLE I - SERVICE AND RATES

Company agrees to receive and transport for Customer's account quantities of natural gas up to a Maximum Daily Quantity (MDQ) of      Ccfs per day, plus a quantity of gas for Shrinkage or Line Losses as provided for in Article III below. Customer agrees to pay Company for all services provided under this Agreement at the applicable rate and other charges specified in Company's Commission approved Natural Gas Transportation Service tariffs, as the same may be revised from time to time.

\*Indicates Reissue.

\*\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

P.S.C. Mo. No. 2 1st Revised SHEET No. 16.5  
Cancelling P.S.C. Mo. No. 2 Original SHEET No. 16.5

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

\*

### ARTICLE II - TERMS AND CONDITIONS

This Agreement in all respects shall be and remain subject to the terms and conditions of Company's Commission approved tariffs, including without limitation its applicable rates, service classifications, riders and general rules and regulations, all of which are by this reference made a part hereof. This Agreement, including Company's Commission approved tariffs, shall be subject at all times to review, control, modification and regulation by the Commission in accordance with law.

Customer agrees that Company shall have the unilateral right to file with the Commission or any other appropriate regulatory authority and make changes effective in Company's Commission approved tariffs applicable to the service rendered hereunder. Company agrees that Customer may protest or contest such filings, and Customer does not waive any rights it may have with respect to such filings.

### ARTICLE III - LINE LOSSES

In addition to collection of the rates and charges provided for in Article I above, Company shall retain the applicable percentage provided pursuant to Company's Commission approved tariffs of the quantities received from Customer hereunder, for reimbursement in kind from Customer for shrinkage or line losses.

### ARTICLE IV - TERM

\*\* This Agreement shall be effective for one (1) year and shall be automatically renewed in increments of one (1) year. Termination of this agreement is subject to the Company's Commission approved tariffs.

Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by Company's Commission approved tariffs shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

### ARTICLE V - DELIVERY POINTS

Customer will provide for delivery to Company of the volumes of natural gas to be transported at the city gate station on the distribution system of Company which serves Customer's premises, and Company shall deliver said volumes of gas to the outlet side of the Company meter at Customer's premises. In cases where Customer is served from a "Main Line Tap," the outlet of the city gate meter and Company delivery to Customer may be one and the same. Gas transported hereunder will be delivered to Company in the state of Missouri.

\*Indicates Reissue.

\*\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

\*

**ARTICLE VI - BILLING**

All matters relating to billing, including, but not limited to, late payment charges and termination of service for nonpayment, shall be governed by Company's Commission approved tariffs regarding transportation service and applicable sales service.

**ARTICLE VII - VOLUME OF GAS AND MEASURING EQUIPMENT**

The volume of gas delivered to Customer will be that measured by the Company's meter at Customer's premises. It is Customer's responsibility to purchase or otherwise have delivered to its upstream transporter(s) sufficient quantities of gas to provide for the delivery through Company's meter. For all transport gas passing through Company's meter, 1000 CF and 1 dekatherm shall be considered equal.

Company will not be a party to solving disputes which arise between Customer, its upstream transporter(s), producers, marketers, or others, or agents of any of the above parties. Customer will be responsible for providing Customer's upstream transporter(s), producers, marketers, or others, any notices which are required by their contract for gas and delivery service.

Company reserves the right to provide a billing based on estimated quantities of gas delivered to Customer if a breakdown or other difficulty with metering equipment should occur.

Company is not in any way responsible for quality or quantity of gas delivered by a producer, marketer or other supplier to Customer's upstream transporter(s), and makes no warranties of any kind, express or implied, in such regard.

**ARTICLE VIII - QUALITY AND PRESSURE OF GAS  
DELIVERED FOR TRANSPORTATION**

The gas delivered by a producer or supplier to Company for transportation to Customer shall at all times be merchantable gas continuously conforming to the specifications applicable to gas delivered to Company by Customer's upstream transporter(s). Company shall have the right to refuse delivery of any gas not conforming to those specifications.

Delivery pressures to Customer shall be consistent with those presently provided for in Company's Commission approved tariffs. The maintenance of delivery pressure shall be subject to the demands of firm sales customers of Company being served at any particular time.

Company recognizes that the gas delivered to Customer will be commingled with other gas owned by Company. Therefore, to the extent gas delivered to Customer is not the same gas received by Company for transportation hereunder, the Company warrants that such gas will meet the Company's quality standards for gas sold to Customer under the Company's applicable Commission approved rate tariffs.

\*Indicates Reissue.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

\*

**ARTICLE IX - TITLE TO GAS**

It is understood and agreed by the parties that in the performance of this Agreement, Company is engaged in a transportation service only and that ownership of the gas transported will at all times remain vested in Customer.

Customer hereby warrants its title to all gas delivered to Company hereunder and that such gas shall be free and clear from all liens, claims, and encumbrances whatsoever.

Company shall have no liability or responsibility for control of the gas to be transported until it is received by the Company from Customer's upstream transporter(s) at the point of interchange between the Company and Customer's upstream transporter(s). From such point, said gas shall be in the exclusive control of Company until redelivered to Customer's premises and Company shall be solely responsible for loss of (except as otherwise provided herein with respect to line losses or shrinkage), and damage caused by said gas.

**ARTICLE X - LIABILITIES**

Each party hereto assumes full responsibility and liability for its negligence in the operation of facilities owned by it or otherwise in connection with the purchase and/or transportation of gas. If gas service is discontinued by Customer's supplier for whatever reason, Customer agrees to waive with respect to Company any loss, claim, damage, or expense that Customer may incur by reason of such discontinuance.

**ARTICLE XI - REPRESENTATIONS**

Customer represents and warrants that if it uses natural gas primarily to heat a premise that provides temporary or permanent living quarters for individuals that: (i) it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet Customer's peak needs or (ii) it has adequate and usable alternative fuel facilities to meet Customer's energy needs. In connection with representation (i) above, Customer agrees to provide Company copies of all of its contract(s) for primary firm upstream transportation capacity. Customer agrees to permit Company to inspect Customer's premises to verify its compliance with representation (ii) above. These representations and warranties shall survive the execution and delivery of this Agreement and shall continue in force throughout the term of this Agreement.

\*Indicates Reissue.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

P.S.C. Mo. No. 2 Original SHEET No. 16.8  
Cancelling P.S.C. Mo. No. \_\_\_\_\_ SHEET No. \_\_\_\_\_

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

\*

**ARTICLE XII - NOTICES**

Any notice or notices given by either party under the terms of this Agreement shall be sent by certified mail to the following addresses:

\*\* To Company: Union Electric Company  
Holly Wipfler  
2001 Maguire Blvd  
Columbia, MO 65201  
Attn: Holly Wipfler  
Customer Services-Advisor  
Boone County, Missouri

Customer:  
Attn: Purchasing Dept.  
613 E. Ash Street  
Columbia, MO 65201

or to such other addresses as either party may from time to time designate in writing.

The parties agree to notify the other of the name and address of the person or persons authorized to act for the party in respect to the routine operating matters under this Agreement and routine operating requests, reports, billings, and other matters of a routine nature shall, upon such notification, be directed to the persons so designated.

the parties hereto, in consideration of the agreements contained herein, have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

~~UNION ELECTRIC COMPANY~~

~~CUSTOMER~~

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*See attached signature page*

\*Indicates Reissue.  
\*\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address



P.S.C. Mo. No. 2                      9th Revised                      SHEET No. 10  
 Cancelling P.S.C. Mo. No. 2                      8th Revised                      SHEET No. 10

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

1. Availability.

This service schedule is available: 1) to all non-residential customers on a per meter basis and 2) to the premises of "Eligible School Entities," which are the eligible school entities as defined in Section 393.310 RSMo, 3) to the premises of eligible school entities as defined in Section 393.310 RSMo which were on sales service during the immediately preceding twelve (12) months ("New Eligible School Entities"). Such service is applicable to individual customers that can individually secure and arrange for the delivery of sufficient supplies of natural gas to the Company's designated city gate and to the Eligible School Entities and New Eligible School Entities that can do so through aggregate contracts negotiated by and through a not-for-profit school association. The Company will not provide this service to any customer who uses such gas primarily to heat premises that provides temporary or permanent living quarters for individuals, unless the customer demonstrates to the Company that it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet the customer's peak needs, or unless the customer demonstrates to the Company that the customer has adequate and usable alternative fuel facilities to meet the customer's energy needs.

The "transportation customer" shall be responsible for the purchase and transportation of its gas needs to the Company's city gate which serves such customer.

The Company shall not sell gas to any of its transportation customers except as specifically provided for in this service classification.

\*2. Monthly Customer, EGM and Volumetric Meter Reading Rates. (4)

	<u>Standard Transportation (1)</u>	<u>Large Volume Transportation(2)</u>
Customer Charge:	\$28.72	\$1,451.53 per month
Electronic Gas Meter (EGM) Charges (3):		
Administrative Charge:	\$43.45	\$43.45 per month
Meter Equipment Charge:	Section G. Miscellaneous Charges Sheet No. 20.1, as applicable.	
Transportation Charge:		
First 7,000 Ccf	30.89¢ per Ccf	30.89¢ per Ccf
All Over 7,000 Ccf	17.28¢ per Ccf	14.84¢ per Ccf
Aggregation and Balancing Charge:		
Eligible School Entities and New Eligible School Entities Only	0.44¢ per Ccf	0.44¢ per Ccf

\* Indicates Change.

Issued Pursuant to the Order of the Mo.P.S.C. in Case No. GR-2010-0363.

DATE OF ISSUE January 21, 2011                      DATE EFFECTIVE February 20, 2011

ISSUED BY Warner L. Baxter                      President & CEO                      St. Louis, Missouri  
Name of Officer                      Title                      Address

P.S.C. Mo. No. 2      5th Revised SHEET No. 11  
 Cancelling P.S.C. Mo. No. 2      4th Revised SHEET No. 11

## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

- (1) A customer, at the date of its contract, whose annual transportation requirements are expected to be 600,000 Ccf or less.
- (2) A customer, at the date of its contract, whose annual transportation requirements are expected to be greater than 600,000 Ccf.
- \* (3) Not applicable, to the individual meters of Eligible School Entities, and New Eligible School Entities as defined in paragraph 1. above, using less than one hundred thousand Ccfs annually.
- \* (4) In addition to the charges contained herein all Eligible School Entities and New Eligible School Entities shall pay all costs necessary to ensure that the Company, its other customers and local taxing authorities will not have or incur any negative financial impact as a result of the natural gas aggregation program established by Section 393.310, RSMo.

#### Authorized Gas Use Charge:

All Ccf of Company-owned gas consumed by customer with authorization from Company during periods of non-interruption of any sales service will be billed at the applicable service area's firm sales service Purchased Gas Adjustment (PGA) factor plus 40%. The payment of the Authorized Gas Use Charge will be in addition to the above Customer, EGM and Transportation Charges. Company will not actively market the sale of Company-owned gas to transportation customers and will sell such gas only in response to the transportation customer's request. Authorized Use gas shall not be available to a transportation customer for more than twenty (20) days out of any calendar month.

#### Unauthorized Gas Use Charge:

- \* All Ccf of Company-owned gas consumed by customer without authorization from Company, will be billed at the "Unauthorized Gas Use Charge". This charge shall be applicable to customers that are impacted by Critical Day and/or curtailment provisions. Company will provide Customer no less than two (2) hours advance notification before assessing Unauthorized Gas Use Charges. The payment of the Unauthorized Gas Use Charge will be in addition to all other charges specified in this rate. Regardless of the assessment of the Unauthorized Gas Use Charge, the Company retains the right to terminate such unauthorized use by disconnecting the customer's service if necessary to protect the reliability of service to other customers. Unauthorized Gas Use Charges shall be billed as follows:

\* Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007      DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss      President & CEO      St. Louis, Missouri  
Name of Officer      Title      Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

### Unauthorized Gas Use Charge:

- 1) \$6.00 (six dollars) for each Ccf of unauthorized use, plus
- 2) 150% (one hundred fifty percent) of the highest cost of gas purchased by the Company during the Unauthorized Gas Use Charge Period, plus
- 3) all intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a customer's unauthorized use.

All intrastate and interstate pipeline penalties and other charges shall be attributed and assigned to the unauthorized gas used by the specific transportation customer.

All Unauthorized Gas Use Charge revenues billed to customers will be considered as gas cost recovery and will be used in the development of the Actual Cost Adjustment (ACA) factor of the Company's Purchased Gas Adjustment (PGA) Clause.

3. Minimum Monthly Charge. The Customer Charge, EGM Administrative Charge and, as applicable, the EGM Meter Equipment Charge.
4. Purchased Gas Adjustment. All customers receiving transportation service will be subject to the provisions of the Company's PGA clause, Rider A. The ACA component of the Company's PGA clause shall be applicable to New Eligible School Entities for the first twelve (12) months of their participation in the gas aggregation program.
- \* 5. Payments. Bills will be rendered at monthly intervals and are due and payable within ten (10) days from their date of mailing and become delinquent after twenty-one (21) days from their date of mailing. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.
6. Term of Contract. Service hereunder shall be for a minimum period of one (1) year.

\*Indicates Change.

Issued Pursuant to the Order of the Mo.P.S.C. in Case No. GR-2010-0363.

DATE OF ISSUE January 21, 2011 DATE EFFECTIVE February 20, 2011

ISSUED BY Warner L. Baxter President & CEO St. Louis, Missouri  
Name of Officer Title Address

P.S.C. Mo. No. 2      6<sup>th</sup> Revised SHEET No. 13  
 Cancelling P.S.C. Mo. No. 2      5<sup>th</sup> Revised SHEET No. 13

## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

- \* 7. Tax Adjustment.  
 Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to the customers under the jurisdiction of the taxing authority. For New Eligible School Entities participating in aggregate purchasing contracts, all applicable taxes shall be computed based on billed revenues determined under paragraph 2. above. Additional applicable taxes shall also be levied and computed based upon the total actual gas supply and capacity release costs incurred on behalf of each of the accounts within the group of individual New Eligible School Entities. Such additional taxes applicable to the latter accounts will be paid each month directly to the appropriate taxing authority by each school or by the school's agent.
8. Terms and Conditions.
- A. Transportation service under this schedule will be made available to customers upon request when the Company has sufficient distribution capacity to supply such service. If the Company determines that it does not have sufficient distribution capacity to provide the requested service it will, within 30 days of receiving a request for transportation service, provide to the customer requesting said service a written explanation of its capacity determination including a preliminary indication of changes to facilities necessary to effectuate such service, approximate cost to customer and time required to provide the requested service.
- B. Service under this schedule shall require execution of a Gas Transportation Service Contract ("Contract") between the Company and the customer requesting transportation service in a form similar to that contained in Section 11 below.
- \* C. Service will be provided only after requisite contracts and authority have been obtained by the customer to transport gas to the Company's facilities. Eligible School Entities or New Eligible School Entities participating in the school natural gas aggregation program must make a written request for pipeline capacity release to the Company on or before close of business May 31, to be effective July 1, of each year, except where said entities have switched from Standard Transportation Service. The Company will release its firm interstate pipeline transportation capacity, at its actual capacity cost, from the applicable interstate pipeline directly to the school or to the agent acting on behalf of the school for this program. Such release will be for a minimum term of one year and will be performed in accordance with the capacity release procedures and policies contained in the applicable interstate pipeline's Federal Energy Regulatory Commission approved tariff. Such release will be provided on a recallable basis, but the Company will not recall such capacity unless requested by the school or by the school's agent.

\* Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007      DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss      President & CEO      St. Louis, Missouri  
Name of Officer      Title      Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

- D. All volumes of gas transported hereunder shall be of compatible pipeline quality
- E. Gas delivered under this schedule shall not be resold by the customer.
- F. Except as otherwise provided herein, gas transported for all current and future customers hereunder shall be metered by an electronic recording device with remote monitoring features for the recording of the customer's daily gas usage and real time flow data. The Company will install and the customer will pay for said meter at the monthly charge indicated in Section G. Miscellaneous Charges, Sheet No. 20.1. In addition, the customer shall arrange and pay for the installation and monthly costs of a commercial telephone line and 120 volt AC electrical power source, at a location designated by the Company, to facilitate the remote interrogation of the electronic recording meter by the Company.
- G. In addition to collection of the rates and charges provided for in Section 2. above, the Company shall retain two percent (2%) of the quantities of natural gas received from the customer for reimbursement in kind from the customer for shrinkage or line losses.

\* H. Nominations

The following provisions shall be utilized by customers for nomination of customer owned gas:

- (a) Customer's deliveries for any day shall not exceed one hundred fifty percent (150%) of customer's peak daily usage in the past 12 months.
- (b) Customer may appoint a nominating agent, but customer retains responsibility for nominations as described herein.
- (c) Nomination Deadlines
  - 1. Month Ahead: The customer or their designee shall enter each month's nomination in the Company's gas transportation system by no later than 11:30 a.m. CCT on the first business day prior to the first day of the calendar month for which gas is being nominated.
  - 2. Day Ahead: The customer or their designee shall enter changes to nominations in the Company's gas transportation system by no later than 11:30 a.m. on the business day prior to the effective date of any subsequent change in the nomination. Such change in nomination shall be subject to approval by the Company.

\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007      DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss      President & CEO      St. Louis, Missouri  
Name of Officer      Title      Address

P.S.C. Mo. No. 2 Original SHEET No. 13.2  
Cancelling P.S.C. Mo. No. \_\_\_\_\_ SHEET No. \_\_\_\_\_

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

- \* 3. Intra-Day: Customer desiring a change of nomination for transportation of customer-owned gas after the day-ahead deadline specified in 2) above shall notify Company by 4:00 p.m. CCT of the day, subject to confirmation by the pipeline. Company may accept such change to nomination if the Company determines in its sole discretion that such change to nomination will not adversely impact the operation of Company's gas system or adversely impact Company's purchase and receipt of gas for other service classifications. Intra-day nominations shall conform to Company's current gas transportation nomination form and must include customer's name, account number, MMBtu per day, nomination effective date, pipeline, pipeline contract number, shipper and contact information.
  
- \* I. Daily Balancing and Cash-out of Customer-Owned Gas - Daily transportation gas receipts and deliveries shall be maintained in balance by the customer to the maximum extent practicable. Any daily imbalance which does occur, not related to a Critical Day, shall be subject to the terms and conditions of this Section. Should one of the interstate/intrastate pipelines serving the Company, elect to allow balancing on their system for any of the Company's transportation customers, the customer's actual metered volumes grossed up for system losses will be allocated by the Company directly to the applicable interstate/intrastate pipeline company.

\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

P.S.C. Mo. No. 2      7th Revised SHEET No. 14  
 Cancelling P.S.C. Mo. No. 2      6th Revised SHEET No. 14

## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE \*

Group Balancing of Customer-Owned Gas - On or after October 1, 2004, Group Balancing will be available to an entity ("Group Manager"), under contract with the Company, who represents one or more Natural Gas Transportation Service customer accounts ("Customer Group") on Company's Natural Gas Transportation Service tariffs. Group Balancing is a service provided by the Company that allows a Group Manager to deliver gas to the Company, on an aggregated basis, for two or more accounts that comprise the membership in a Customer Group. The Customer Groups' metered locations must all be served by the same interstate pipeline.

Customer shall provide written notification, no later than ten (10) business days prior to the beginning of the month in which service is to begin, to the Company, of its intent that its account be managed by a Group Manager. Customer must also provide written notification, no later than ten (10) business days prior to the end of the month in which service is intended to be terminated, of its intent to terminate participation in a Customer Group. Notwithstanding the foregoing notifications, a Customer's account must stay in a Customer Group for a minimum of one (1) billing cycle.

The Group Manager shall enter into a contract with Company for service hereunder on a form, prescribed by Company, which shall include without limitation, terms and provisions addressing contract term, customer account information, nomination and curtailment procedures, billing and payment, security/creditworthiness assurances, assignment limitations, and notices.

The Customer Group will be considered as one customer for purposes of calculating the daily balancing and cash-out provisions of this Section I. The Group Manager will be billed and is responsible for any such imbalance, Unauthorized Use Charges, and all intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a Customer Group's unauthorized use. All other transportation service tariff charges will be billed to the individual customer accounts, including but not limited to Customer Charges, Transportation Charges, Administrative Charges, and where applicable, Meter Equipment Charges and Transportation Charge Adder.

\*Indicates Reissue.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007      DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss      President & CEO      St. Louis, Missouri  
Name of Officer      Title      Address

P.S.C. Mo. No. 2 9th Revised SHEET No. 15  
 Cancelling P.S.C. Mo. No. 2 8th Revised SHEET No. 15

## UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

### NATURAL GAS TRANSPORTATION SERVICE

- \* Eligible School Entities or New Eligible School Entities, using less than one hundred thousand Ccfs annually, positive and negative imbalances will be netted and cashed-out on a monthly basis in accordance with the appropriate pricing provision under this Section 1 with the monthly PGA and the monthly average of the daily midpoint prices being used as the base for the determination of the cash-out imbalances.
  
- \* A negative imbalance is created when the customer's gas nominated to the Company as adjusted by the loss factor is less than the quantities of gas used by the customer. A negative imbalance during periods of a Company Critical Day Notification will be considered unauthorized use and billed at the Unauthorized Gas Use Charge set forth in Section 2. herein.  
  
 A negative imbalance during other times will be considered balancing use and will be billed at the following tiers and referred to as the "Balancing Gas Use Charge":
  
- \* Daily negative imbalances of 5% or less of nominations as adjusted by the loss factor will be billed at the greater of the applicable service area's firm sales service PGA factor or at the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date plus a transportation charge of \$0.150 per Ccf. Daily negative imbalances greater than 5% of nominations as adjusted by the loss factor will be billed at the greater of the applicable service area's firm sales service PGA factor plus 10% or at the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date plus a transportation charge of \$0.150 per Ccf.
  
- \* A positive imbalance is created when the customer's gas nominated to the Company as adjusted by the loss factor exceeds the quantities of gas used by the customer. The Company will purchase positive imbalances at the following tiers:
  
- \* Daily positive imbalances of 5% or less of nominations as adjusted by the loss factor will be purchased at the daily midpoint index commodity price as quoted in the publication "Platt's Gas Daily" for that date. Daily positive imbalances greater than 5% of nominations as adjusted by the loss factor will be purchased at ninety percent (90%) of the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date.

\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address



# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

- \* The index to be used will be specific for each transportation customer account as follows:  
"Panhandle Eastern Pipe Line Co. - Panhandle, Tx.-Okla."  
"Texas Eastern Transmission Corp. - Texas Eastern, ELA"  
"Natural Gas Pipeline Co. of America - NGPL, Texok Zone"

In the absence of such published "Platt's Gas Daily" index, the Company will determine, subject to Commission's review in Company's Actual Cost Adjustment (ACA) filing, a suitable replacement source for such daily market price information.

The daily negative and positive imbalance billings so calculated will be applied to the customer's monthly bill. Net payments to customer will be included in the Company's PGA Clause ACA computation as purchased gas costs and net payments to Company will be included as revenue recovery.

- J. Except as specifically provided for herein, all of the Company's Rules and Regulations for natural gas service which are not in conflict herewith shall apply to service rendered hereunder.
- K. A contract existing between the Company and a customer on February 18, 1998 may continue in effect as an executed transportation contract, to the extent its provisions are not superseded by or in conflict with the provisions of this tariff, until such contract expires by its terms or is replaced by an executed transportation contract. Such existing contracts will be assigned to the Standard Transportation Rate if deliveries to the customer during the preceding calendar year totalled 600,000 Ccf or less and to the Large Volume Transportation Rate if deliveries during such period totalled in excess of 600,000 Ccf. For customers who do not have gas usage history for the preceding calendar year, such existing contracts will be assigned the applicable transportation rate based on estimated or projected deliveries.

\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

- \* L. The Company shall have the right to interrupt, curtail or discontinue transportation service, in whole or in part at any time for reasons of force majeure or when in the Company's sole judgment, capacity or operating conditions so require, or it is desirable or necessary to make modifications, repairs or operating changes to its system. The Company shall provide customer such notice of the interruption, curtailment or discontinuance of service as is reasonable under the circumstances. The Company shall not discriminate between transportation and sales customers for purposes of determining the order and priority of interruption. The Company shall not be liable for and the customer shall indemnify the Company against and hold the Company harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any interruption, curtailment or discontinuance of transportation service invoked by the Company.
- \*\*M. All transportation service is firm in nature. If the Company's local distribution system capacity is inadequate to meet all of its demands for service, the services supplied under this schedule will be curtailed in accordance with the Curtailment of Service Schedule contained in the Company's Rules and Regulations.
- \*9. Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

\*Indicates Reissue.  
\*\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

\*10. Critical Day.

A. Critical Day Declaration:

A Critical Day may be declared by the Company for a specific area or the Company's entire gas system whenever, in the Company's sole judgement, one of the following conditions occurs or is anticipated to occur.

1. Company experiences failure of transmission, distribution, or gas storage facilities
2. Transmission or distribution system pressures or other unusual conditions that may jeopardize the operation of Company's gas system
3. Company's transportation, storage, or supply resources are being used at or near their maximum rated, tariff, or contractual limits
4. Any of Company's transporters or suppliers declares the functional equivalent of a Critical Day or force majeure conditions

B. Unauthorized Use Related to Critical Days:

Unauthorized Use Related to Critical Days shall mean the unauthorized use of Company-supplied gas on a Critical Day. If such unauthorized use of gas occurs, the Company shall charge the customer, and the customer shall pay a penalty for all unauthorized use as indicated below.

If the Company declares a Critical Day for its gas system or for a specific area of its gas system and Customer or Customer Group has an imbalance on such Critical Day in the same direction as an imbalance for Company's gas system or area thereof that results in the Company incurring penalties or fees for the day from one or more pipelines, customer or Customer Group may be billed Unauthorized Gas Use charges set forth in Section 2 herein.

\*Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

P.S.C. Mo. No. 2 1st Revised SHEET No. 16.3  
Cancelling P.S.C. Mo. No. 2 Original SHEET No. 16.3

# UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

## NATURAL GAS TRANSPORTATION SERVICE

\* C. Critical Day Notification:

The Company shall give notice to all Natural Gas Transportation Service customers impacted by the Critical Day of all Critical Day periods. Where feasible, notice shall be provided to the customer once Company receives such notice from the pipeline. The notice shall specify the expected duration of the Critical Day period. The means by which notification is given, whether by phone, fax, electronic mail, or some other means, shall be at the Company's option. Each holder of a Contract shall provide notification information, which may include but is not limited to a telephone number, fax number, or e-mail address, by which to receive notice on a 24-hour basis. The customer shall be deemed to have received notice upon issuance of the notice to the customer by the Company. The customer shall be deemed to have received notice if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received.

\*Indicates Addition.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri  
Name of Officer Title Address

Boone County, Missouri has three locations:

**Boone County Government Center (referred to as Commission on our account)**

801 E. Walnut Street (service address is 125 N. 8<sup>th</sup>, Columbia, MO 65201)

Columbia, MO 65201

Account #: 8899603115

**Boone County Jail**

2121 E. County Drive

Columbia, MO 65202

Account #: 5230007813

**Boone County Courthouse**

701 E. Walnut Street

Columbia, MO 65201

Account #: 5899603118

IN WITNESS WHEREOF, the parties hereto, in consideration of the agreements contained herein, have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

CONTRACTOR:  
UNION ELECTRIC COMPANY

OWNER:  
BOONE COUNTY, MISSOURI

By: DocuSigned by:  
*Holly Wipfler*  
61F1D7412DFC421...  
Holly L. Wipfler

By: DocuSigned by:  
*Daniel K. Atwill*  
44B9240E06F1EB...  
Daniel K. Atwill, Presiding Commissioner

Title: Customer Service Advisor

Approved as to Legal Form:

ATTEST:

DocuSigned by:  
*[Signature]*  
7D71DEAE89D74DD...  
Boone County Counselor

DocuSigned by:  
*Brianna L Lennon by MT*  
7D82DA986F66495...  
County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by:  
*Jane E Pitchford by J*  
*No Encumbrance Required*  
8C24BD84EE7A483...  
Signature

6/15/2020

Date

Term & Supply

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

18th

day of

June

20 20

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 2131 S. Alamos Place, parcel #17-513-21-01-113.00 01.

Done this 18th day of June 2020.

ATTEST:

*Brianna Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	June Session
2131 S. Alamos Place	)	April Adjourned
Columbia, MO	)	Term 2020
	)	Commission Order No. <i>268-2020</i>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 18<sup>th</sup> day of June 2020, 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, garbage and other refuse; a public health hazard and/or nuisance in the form of standing/stagnant water providing a breeding site and harborage for mosquitos; a derelict, unlicensed and inoperable blue 2-door Chevrolet Monte Carlo vehicle; and growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2131 S. Alamos Place, El Chaparral Subdivision, Plat 5, Lot 211, a/k/a parcel# 17-513-21-01-113.00 01, Section 21, Township 48, Range 12 as shown in deed book 4226 page 0158, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse; a public health hazard and/or nuisance in the form of standing/stagnant water providing a breeding site and harborage for mosquitos; a derelict, unlicensed and inoperable blue 2-door Chevrolet Monte Carlo vehicle; and growth of weeds in excess of twelve inches high in violation of section 6.5, 6.6, 6.7 and 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 11<sup>th</sup> day of May to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner 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.

**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

Daniel Atwill  
Presiding Commissioner

ATTEST:

Brianna Lennon  
Boone County Clerk

Photographs taken 5/5/20 @ ~ 10:00 am  
2131 S. Alamos Place





Photographs taken 6/3/20 @ ~ 3:00 pm  
2131 S. Alamos Place



Raven Nichols  
2131 S. Alamos Place  
Department of Public Health nuisance notice - timeline

- 4/27/20: citizen complaint received
- 5/5/20: initial inspection conducted
- 5/8/20: notice of violation notice sent to owner, return receipt requested
- 5/11/20: notice of violation claimed
- 6/3/20: reinspection conducted – violation not abated - photographs taken at ~ 3:00 pm
- 6/5/20: hearing notice sent



## HEARING NOTICE

COPY

Raven Nichols  
5514 E. Yosemite Avenue  
Columbia, MO 65201-6830

An inspection of the property you own located at 2131 S. Alamos Place (parcel # 17-513-21-01-113.00 01) was conducted on May 5, 2020 and revealed junk, trash, rubbish garbage and other refuse; a public health hazard and/or nuisance in the form of a standing/stagnant water providing a breeding site and harborage for mosquitoes on the premises posing a danger or hazard to human health due to the potential transmission of disease through insects; growth of weeds in excess of twelve inches high; and a derelict, unlicensed and inoperable blue 2-door Chevrolet Monte Carlo vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5, 6.6, 6.7 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Thursday, June 18, 2020 at 1:30 p.m. in Room 301 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. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and 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 N. Vellema  
Environmental Public Health Specialist





# Columbia

*Columbia/Boone County  
Public Health & Human Services*



This notice deposited in the U.S. Mail, first class postage paid on the 5<sup>th</sup> day of

June 20\* by [Signature]





COPY



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

Raven Nichols  
5514 E. Yosemite Avenue  
Columbia, MO 65201-6830

An inspection of the property you own located at 2131 S. Alamos Place (parcel # 17-513-21-01-113.00 01) was conducted on May 5, 2020 and revealed junk, trash, rubbish, garbage and other refuse 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 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

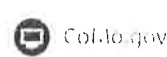
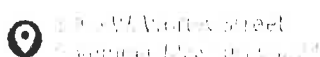
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom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

Sincerely,

  
Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 8<sup>th</sup> day of

May 2020 by DLR.







Columbia/Boone County  
Public Health & Human Services

COPY



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

Raven Nichols  
5514 E. Yosemite Avenue  
Columbia, MO 65201-6830

An inspection of the property you own located at 2131 S. Alamos Place (parcel # 17-513-21-01-113.00 01) was conducted on May 5, 2020 and revealed a public health hazard and/or nuisance in the form of a standing/stagnant water providing a breeding site and harborage for mosquitoes on the premises. This condition poses danger or hazard to human health due to the potential transmission of disease through insects.

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 6.6. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 8<sup>th</sup> day of

May 2019 by ADK



Columbia/Boone County  
Public Health & Human Services

COPY



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

Raven Nichols  
5514 E. Yosemite Avenue  
Columbia, MO 65201-6830

An inspection of the property you own located at 2131 S. Alamos Place (parcel # 17-513-21-01-113.00 01) was conducted on May 5, 2020 and revealed a derelict, unlicensed and inoperable blue 2-door Chevrolet Monte Carlo vehicle 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 6.9. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 5th day of

May 2020 by D.V.R.





COPY



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

Raven Nichols  
5514 E. Yosemite Avenue  
Columbia, MO 65201-6830

An inspection of the property you own located at 2131 S. Alamos Place (parcel # 17-513-21-01-113.00 01) was conducted on May 5, 2020 and revealed growth of weeds in excess of twelve inches high on the premises.

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

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

Sincerely,

Kristine N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 8<sup>th</sup> day of

May 2019 by MSR.



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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee \$

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

Return Receipt (hardcopy)

Return Receipt (electronic)

Certified Mail Restricted Delivery

Adult Signature Required

Adult Signature Restricted Delivery

Postage \$

Total Postage and Fees \$

Sent To **Raven Nichols**  
 Street and Apt. No., or PO Box No. **5514 E Yosemite Ave**  
 City, State, ZIP+4 **Columbia MO 65201-6830**

Postmark Here **MAY 8 2020**

USPS #103

7019 0160 0000 9112 9244

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

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

**Raven Nichols**  
**5514 E Yosemite Ave**  
**Columbia, MO**  
**65201-6830**



2. Article Number (Transfer from service label)

7019 0160 0000 9112 9244

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 **Randy Wms**  Agent  
 Addressee

B. Received by (Printed Name) **Randy Wms** C. Date of Delivery **5/11**

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

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

Priority Mail

Registered Delivery

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

Domestic Return Receipt



Kristine Vellema <kris.vellema@como.gov>

**Fwd: County Nusiance**

1 message

**Kala Tomka** <Michala.Wekenborg@como.gov>  
To: Kristine Vellema <kris.vellema@como.gov>

Mon, Apr 27, 2020 at 8:48 AM

Please handle

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>  
Date: Mon, Apr 27, 2020 at 8:46 AM  
Subject: County Nusiance  
To: Michala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Monday, 4/27/2020 @ 8:30 AM  
Quinten Ruckman  
573-864-4127 (for questions)  
2169 Alamos Place (his residence)

*Ed Chapman*

Caller stated his neighbor's place (2183 S Alamos Place) burned a couple years ago. He stated they have done nothing to clean up after the fire, and debris, such as insulation and wood, are blowing over into his yard. Caller also stated there is a vehicle in the driveway, which has been left there since the fire.

Thanks!

*4/27: weeds, w/c map  
blue 2nd Chev  
note leads*

Donna Rivers  
Senior Administrative Support Assistant  
Environmental Health  
Columbia/Boone County  
Department of Public Health and Human Services  
1005 W Worley, Columbia MO 65203  
573-874-7346

*6/11/20 2109 +2183*

--  
Kala W. Tomka, MHA  
Environmental Public Health Supervisor  
Columbia/Boone County Public Health and Human Services  
573.874.7346 www.gocolumbiamo.com

## Tom Schauwecker Assessor

**Parcel** 17-513-21-01-113.00 01      **Property Location** 2131 S ALAMOS PL

**City**                                      **Road** COMMON ROAD DISTRICT (CO)      **School** COLUMBIA (C1)  
**Library** COL BC LIBRARY (L4)      **Fire** BOONE COUNTY (F1)

<b>Owner</b>	NICHOLS RAVEN	<b>Subdivision Plat Book/Page</b>	0011 0030
<b>Address</b>	5514 E YOSEMITE AVE	<b>Section/Township/Range</b>	21 48 12
<b>Care Of</b>		<b>Legal Description</b>	EL CHAPARRAL PLAT 5
<b>City, State, Zip</b>	COLUMBIA, MO 65201 - 6830		LOT 211
		<b>Lot Size</b>	70.15 × 243.96
		<b>Irregular Shape</b>	Y
		<b>Deeded Acreage</b>	.00
		<b>Calculated Acreage</b>	.00
		<b>Deed Book/Page</b>	4226 0158    1458 0321

CURRENT APPRAISED		CURRENT ASSESSED		RESIDENCE DESCRIPTION	
Type	Total	Type	Total	Year Built	2000
RESIDENTIAL	19,700	RESIDENTIAL	3,743	<b>Use</b>	
				<b>Basement</b>	0
<b>Totals</b>	<b>19,700</b>	<b>Totals</b>	<b>3,743</b>	<b>Bedrooms</b>	0
				<b>Full Bath</b>	0
				<b>Half Bath</b>	0
				<b>Total Rooms</b>	0
				<b>Total Square Feet</b>	0

**Boone County Assessor**

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

[assessor@boonecountymo.org](mailto:assessor@boonecountymo.org)

**Office** (573) 886-4251  
**Fax** (573) 886-4254

Boone County Missouri



Recorded in Boone County, Missouri

Unofficial Document

Date and Time: 10/07/2013 09:25:34 AM  
Instrument #: 2013025325 Book: 4226 Page: 158  
Grantor: HARMS, WARREN L  
Grantee: NICHOLS, RAVEN  
Instrument Type: WD  
Recording Fee: \$27.00 S  
No. of Pages: 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



Boone-Central Title Company  
File No. 1306389

Missouri General Warranty Deed

This Indenture, Made on 4th day of October, 2013, by and between

Warren L. Harms and Karen A. Harms, husband and wife,  
as GRANTOR, and

Raven Nichols, *a single person*  
as GRANTEE, whose mailing address is: *2131 S. Alamos Pl*  
*Columbia MO 65201*

Property Address: 2131 S. Alamos Place, Columbia, MO 65201

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Boone and State of Missouri, to wit:

LOT TWO HUNDRED ELEVEN (211) OF EL CHAPARRAL - PLAT NO. 5 AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 30, RECORDS OF BOONE COUNTY, MISSOURI.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons

Nora Dietzel, Recorder of Deeds

whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

Unofficial Document

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day and year above written.

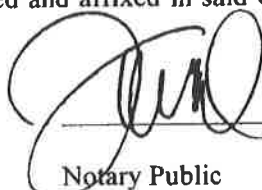
  
Warren L. Harms

  
Karen A. Harms

State of Missouri                             }  
  }  
County of Boone                            } ss:

On this **4th day of October, 2013**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Warren L. Harms and Karen A. Harms, husband and wife** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

  
\_\_\_\_\_  
Notary Public

My Term Expires: \_\_\_\_\_

  
JODI HARDWICK  
My Commission Expires  
May 15, 2017  
Boone County  
Commission #13711043



269-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

18th

day of

June

20 20

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 1603 E. Tower Drive, parcel #12-417-19-01-039.00 01.

Done this 18th day of June 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	June Session
1603 E. Tower Drive	)	April Adjourned
Columbia, MO	)	Term 2020
	)	Commission Order No. <u>269-2020</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 18<sup>th</sup> day of June 2020, 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, garbage and other refuse on the premises.
4. The location of the public nuisance is as follows: 1603 E. Tower Drive, Gas Light Acres Subdivision, Block 2, Lot 17, a/k/a parcel# 12-417-19-01-039.00 01, Section 19, Township 49, Range 12 as shown in deed book 2176 page 0489, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse 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 19<sup>th</sup> day of May to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner 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.

**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

*Daniel Atwill*  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

*Brianna Lennon*  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 4/28/20 @ ~ 4:00 pm  
1603 E. Tower Drive









Photographs taken 6/4/20 @ ~ 3:30 pm  
1603 E. Tower Drive





Phuong T. Nguyen  
1603 E. Tower Drive  
Department of Public Health nuisance notice - timeline

- 4/27/20: citizen complaint received
- 4/28/20: initial inspection conducted
- 4/30/20: notice of violation notice sent to owner, return receipt requested – notice never accepted
- 5/19/20: notice of violation posted in newspaper
- 6/4/20: reinspection conducted – violation not abated - photographs taken at ~ 3:30 pm
- 6/6/20: hearing notice sent



Columbia/Boone County  
Public Health & Human Services

COPY



## HEARING NOTICE

Phuong T. Nguyen  
4980 N. Shalimar Court  
Columbia, MO 65202

An inspection of the property you own located at 1603 E. Tower Drive (parcel # 12-417-19-01-039.00 01) was conducted on April 28, 2020 and revealed junk, trash, rubbish, garbage and other refuse 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 Thursday, June 18, 2020 at 1:30 p.m. in Room 301 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. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and 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 N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 6<sup>th</sup> day of

June 2020 by JD/LK



**ATTN: DONNA  
 COLUMBIA/BOONE COUNTY DEPARTMENT OF  
 PUBLIC HEALTH AND HUMAN SERVICES  
 DIVISION OF ENVIRONMENTAL HEALTH  
 P.O. BOX 6015  
 COLUMBIA, MO 65205**

**AFFIDAVIT OF PUBLICATION AND INVOICE**

PO # \_\_\_\_\_ Invoice #31006474 \_\_\_\_\_

NOTICE OF DECLARATION OF  
 PUBLIC NUISANCE AND ORDER  
 OF ABATEMENT

To Phuong T Nguyen  
 4980 N Shalimar Court  
 Columbia, MO 65202  
 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 con-  
 tain the following described public nu-  
 isance 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  
 Department of Public Health, 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 17 a/k/a 1603 E  
 Tower Drive as shown by deed book  
 2176 page 0489  
 Type of Nuisance junk, trash, rubbish,  
 garbage and other refuse  
 The above named persons are further  
 notified that if they fail to abate such nu-  
 isance 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 infor-  
 mation concerning these proceedings,  
 contact the Columbia/Boone Department  
 of Public Health, 1005 W. Worley Street,  
 Columbia MO 65203  
 Date of Declaration, Order and  
 Publication May 19, 2020  
 Stephanie Browning, Director,  
 Columbia/Boone County  
 Department of Public Health  
 INSERTION DATE May 19, 2020

STATE OF MISSOURI }  
 County of Boone } ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second 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 provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion ..... May 19, 2020
- 2nd Insertion ..... 2020
- 3rd Insertion ..... 2020
- 4th Insertion ..... 2020
- 5th Insertion ..... 2020
- 6th Insertion ..... 2020
- 7th Insertion ..... 2020
- 8th Insertion ..... 2020
- 9th Insertion ..... 2020
- 10th Insertion ..... 2020
- 11th Insertion ..... 2020
- 12th Insertion ..... 2020
- 13th Insertion ..... 2020
- 14th Insertion ..... 2020
- 15th Insertion ..... 2020
- 16th Insertion ..... 2020
- 17th Insertion ..... 2020
- 18th Insertion ..... 2020
- 19th Insertion ..... 2020
- 20th Insertion ..... 2020
- 21st Insertion ..... 2020

COLUMBIA MISSOURIAN PRINTER'S FEE \$35.10

By: \_\_\_\_\_  
 (Bryan Chester, General Manager)

Subscribed and sworn to before me this  
 19th day of May, 2020  
 \_\_\_\_\_  
 (Melody Cook, Notary Public)  
 My Commission Expires October 16, 2020





Kristine Vellema <kris.vellema@como.gov>

(no subject)

1 message

Kristine Vellema <Kris.Vellema@como.gov>

Mon, Apr 27, 2020 at 9:09 AM

To: Kristine Vellema <Kris.Vellema@como.gov>

Donna Carter - 1700 Prathersville - 881-1717 - 1603 tower drive, refrigerator in back yard, other junk - owner is burning trash

--

*Call 28:50 AM  
Kris - P  
@ 4:00 PM*

CONFIDENTIALITY STATEMENT

This email is from the Columbia/Boone County Department of Public Health and Human Services. It contains confidential or privileged information that may be protected from disclosure by law. Unauthorized disclosure, review, copying, distribution, or use of this message or its contents by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please immediately destroy this message and notify the sender at the following email address: kris.vellema@como.gov or by calling 573-874-7346.

**Kristine N. Vellema**  
**Environmental Public Health Specialist**  
**Columbia/Boone County Department of Public Health**  
**1005 W. Worley Street**  
**Columbia, MO 65203**  
**(573) 874-7346**  
**(573) 817-6407 FAX**

Tom Schauwecker
Assessor

Parcel 12-417-19-01-039.00 01 Property Location 1603 E TOWER DR

City Road COMMON ROAD DISTRICT (CO) School COLUMBIA (C1)
Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner NGUYEN PHUONG T Subdivision Plat Book/Page 0008 0008
Address 4980 N SHALIMAR CT Section/Township/Range 19 49 12
Care Of Legal Description GAS LIGHT ACRES BLK 2
City, State, Zip COLUMBIA, MO 65202 LOT 17
Lot Size 80.00 x 130.00
Irregular Shape
Deeded Acreage .00
Calculated Acreage .00
Deed Book/Page 2176 0489 0991 0441

Table with 2 main columns: CURRENT APPRAISED and CURRENT ASSESSED. Each has sub-columns for Type and Total. Values include RESIDENTIAL 76,460 and RESIDENTIAL 14,527.

RESIDENCE DESCRIPTION

Year Built 1977 (ESTIMATE)
Use SINGLE FAMILY (101)
Basement FULL (4) Attic NONE (1)
Bedrooms 3 Main Area 1,080
Full Bath 1 Finished Basement Area 0
Half Bath 0
Total Rooms 6 Total Square Feet 1,080

Boone County Assessor

801 E. Walnut St., Rm 143
Columbia, MO 65201-7733
assessor@boonecountymo.org

Office (573) 886-4251
Fax (573) 886-4254

# Boone County, Missouri

489

## Unofficial Document

Recorded in Boone County, Missouri  
Date and Time 04/07/2003 at 03:53:13 PM  
Instrument # 2003012987 Book:02176 Page.0489

First Grantor LE, TRUNG T  
First Grantee NGUYEN, PHUONG T  
Instrument Type QTCL  
Recording Fee \$23.00

*Battle Johnson*  
Battle Johnson, Recorder of Deeds



### QUITCLAIM DEED

THIS INDENTURE, Made on the 7th day of April, A.D., 2003, by and between Trung T. Le, a single person, of 1603 E. Tower Drive, of the City of Columbia, of the County of Boone, in the State of Missouri 65202, party or parties of the First Part and Phuong T. Nguyen, a single person, of 4980 N. Shalimar Court, of the City of Columbia, of the County of Boone, in the State of Missouri 65202, party or parties of the Second Part:

WITNESSETH, That the said party or parties of the First Part in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to wit:  
Lot Seventeen (17) 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

The street address of said tract of land is 1603 E. Tower Drive, Columbia, MO 65202.

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

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

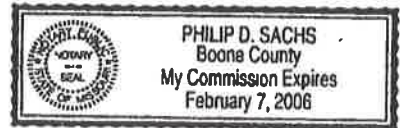
*Trung T. Le*  
\_\_\_\_\_  
Trung T. Le

STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF BOONE )

On this 7 day, April, 2003, before me personally appeared Trung T. Le known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Columbia, County of Boone, State of Missouri the day and year first above written. My term expires February 7, 2006.

*Philip D. Sachs*  
\_\_\_\_\_  
Philip D. Sachs  
Notary Public



# Nora Dietzel, Recorder of Deeds

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

18th

day of

June

20 20

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 1365 E. Wagon Trail Heights, parcel #12-401-18-03-003.00 01.

Done this 18th day of June 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	June Session
1365 E. Wagon Trail	)	April Adjourned
Heights	)	Term 2020
Columbia, MO	)	Commission Order No. <u>270-2020</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 18<sup>th</sup> day of June 2020, 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, garbage and other refuse on the premises.
4. The location of the public nuisance is as follows: 1365 E. Wagon Trail Heights, Wagon Trail Heights Subdivision, Lot 3, Survey 392-833, a/k/a parcel# 12-401-18-03-003.00 01, Section 18, Township 49, Range 12 as shown in deed book 4748 page 0094, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse 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 26<sup>th</sup> day of March to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner 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.

**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

*Daniel Atwill*  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

*Brianna Stennon*  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 6/1/20 @ ~ 2:45 pm  
1365 E. Wagon Trail Heights



Rebecca Lynn Davis  
1365 E. Wagon Trail Heights  
Department of Public Health nuisance notice - timeline

- 2/12/20: citizen complaint received
- 2/17/20: initial inspection conducted
- 2/18/20: notice of violation notice sent to owner, return receipt requested – notice never accepted
- 3/26/20: notice of violation posted in newspaper .
- 6/1/20: reinspection conducted – violation not abated - photographs taken at ~ 2:45 pm
- 6/5/20: hearing notice sent



COPY



# HEARING NOTICE

Rebecca Lynn Davis  
1365 E. Wagon Trail Heights  
Columbia, MO 65202

An inspection of the property you own located at 1365 E. Wagon Trail Heights (parcel # 12-401-18-03-003.00 01) was conducted on February 17, 2020 and revealed junk, trash, rubbish, garbage and other refuse 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 Thursday, June 18, 2020 at 1:30 p.m. in Room 301 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. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

If the nuisance is not removed as ordered, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated. All costs of seizure, removal, and 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 N. Vellema  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 15<sup>th</sup> day of

June 2020 by JR



**ATTN: DONNA  
 COLUMBIA/BOONE COUNTY DEPARTMENT OF  
 PUBLIC HEALTH AND HUMAN SERVICES  
 DIVISION OF ENVIRONMENTAL HEALTH  
 P.O. BOX 6015  
 COLUMBIA, MO 65205**

**AFFIDAVIT OF PUBLICATION AND INVOICE**

PO # \_\_\_\_\_ Invoice #31006234

**NOTICE OF DECLARATION OF  
 PUBLIC NUISANCE AND ORDER  
 OF ABATEMENT**

To: Rebecca Lynn Davis  
 1365 E. Wagon Trail Heights  
 Columbia, MO 65202

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 Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement

Property Description: Wagon Trail Heights Subdivision, Lot 3, Survey 392-833 a/k/a 1365 E. Wagon Trail Heights as shown by deed book 4748 page 0094

Type of Nuisance: junk, trash, rubbish, garbage and other refuse

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 Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: March 26, 2020

Stephanie Browning, Director,  
 Columbia/Boone County

Department of Public Health

Insertion Date: March 26, 2020

STATE OF MISSOURI

County of Boone

} ss.

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second 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 provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion ..... March 26, 2020
- 2nd Insertion ..... 2020
- 3rd Insertion ..... 2020
- 4th Insertion ..... 2020
- 5th Insertion ..... 2020
- 6th Insertion ..... 2020
- 7th Insertion ..... 2020
- 8th Insertion ..... 2020
- 9th Insertion ..... 2020
- 10th Insertion ..... 2020
- 11th Insertion ..... 2020
- 12th Insertion ..... 2020
- 13th Insertion ..... 2020
- 14th Insertion ..... 2020
- 15th Insertion ..... 2020
- 16th Insertion ..... 2020
- 17th Insertion ..... 2020
- 18th Insertion ..... 2020
- 19th Insertion ..... 2020
- 20th Insertion ..... 2020
- 21st Insertion ..... 2020

COLUMBIA MISSOURIAN

PRINTER'S FEE \$35.75

By: Bryan Chester  
 (Bryan Chester, General Manager)

Subscribed and sworn to before me this 26th day of March, 2020

Melody Cook  
 (Melody Cook, Notary Public)  
 My Commission Expires October 16, 2020





Kristine Vellema <kris.vellema@como.gov>

# 1365 Wagon Trail Heights

1 message

**Donna Rivers** <Donna.Rivers@como.gov>  
To: Kristine Vellema <Kris.Vellema@como.gov>

Wed, Feb 12, 2020 at 2:26 PM

Wednesday 2/12/2020 @ 2:15 PM  
James Gruender ~ 1361  
602-315-8921

Caller states he called in about 1365 Wagon Trail Heights about two weeks ago, and left a message and did not get a call back. Caller stated there is trash, recycles, and salvage all over the front and back yards.

In addition, the caller stated at 1363 Wagon Trail Heights there is either a leaking tub or washer, whenever it drains it flows into the yard and down the hill onto his property. He does not believe it is sewer because of no smell, but is not sure.

*↓ when frozen*

Return call requested.

Thanks!

Donna Rivers  
Senior Administrative Support Assistant  
Environmental Health  
Columbia/Boone County  
Department of Public Health and Human Services  
1005 W Worley, Columbia MO 65203  
573-874-7346

*2/17: 1365: junk, trash*

*1355: trash; junk*

*1353: trash; junk*

## Tom Schauwecker Assessor

**Parcel** 12-401-18-03-003.00 01      **Property Location** 1365 E WAGON TRAIL HEIGHTS

**City**                                      **Road** COMMON ROAD DISTRICT (CO)              **School** HALLSVILLE (R4)  
**Library** COL BC LIBRARY (L4)              **Fire** BOONE COUNTY (F1)

**Owner**                                      DAVIS REBECCA LYNN  
**Address**                                      1365 E WAGON TRAIL HEIGHTS  
**Care Of**  
**City, State, Zip** COLUMBIA, MO 65202

**Subdivision Plat Book/Page**

**Section/Township/Range**      18 49 12

**Legal Description**                      WAGON TRAIL HEIGHTS  
    LOT 3 SUR 392-833

**Lot Size**                                      60.00 × 100.00

**Irregular Shape**

**Deeded Acreage**                              .00

**Calculated Acreage**                              .00

**Deed Book/Page**                              4748 0094    4737 0068    3362 0131    2870 0057

**CURRENT APPRAISED**

**CURRENT ASSESSED**

Type	Total	Type	Total
RESIDENTIAL	40,180	RESIDENTIAL	7,634
<b>Totals</b>	<b>40,180</b>	<b>Totals</b>	<b>7,634</b>

**RESIDENCE DESCRIPTION**

**Year Built** 1971 (ESTIMATE)  
**Use** 850  
**Basement** CRAWL SPACE (2)                                      **Attic** NONE (1)  
**Bedrooms** 3    **Main Area** 912  
**Full Bath** 1    **Finished Basement Area** 0  
**Half Bath** 0  
**Total Rooms** 5    **Total Square Feet** 912

# Boone County, Missouri



## Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 04/17/2017 at 10:33:56 AM

Instrument #: 2017007248 Book: 4737 Page: 68

Instrument Type: QTCL

Recording Fee: \$27.00 S

No. of Pages: 2

*Nora Dietzel*  
Nora Dietzel, Recorder of Deeds



## QUIT CLAIM DEED

DATE OF DEED: April 12, 2017

NUMBER OF PAGES: 2

**GRANTOR:** Violet Virginia Davis, a single person  
1365 East Wagon Trail Hts., Columbia, Missouri 65202-9440

**GRANTEES:** Violet Virginia Davis, a single person and Rebecca Lynn Davis, a single person; as joint tenants with right of survivorship  
1365 East Wagon Trail Hts., Columbia, Missouri 65202

Legal Description on page 2

REFERENCE DEED	
PARCEL # 12-401-18-03-003.00	
BOOK	PAGE
3362	131

Drafted by  
**FRANK ROBERT FLASPOHLER**  
ATTORNEY AT LAW

# Nora Dietzel, Recorder of Deeds



# Boone County, Missouri

BOONE COUNTY MO APR 17 2017

## Unofficial Document

# QUIT CLAIM DEED

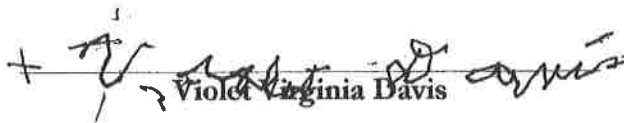
This Quit Claim Deed is made between the Grantor, Violet Virginia Davis, single and unmarried of Boone County, Missouri, and the Grantees, Violet Virginia Davis, single and unmarried, of Boone County, Missouri and Rebecca Lynn Davis, single and unmarried, of Boone County Missouri; as joint tenants with right of survivorship.

THIS QUIT CLAIM DEED RECORDS THAT:

The Grantor, in consideration of the sum of one dollar and other valuable consideration, paid to her by the Grantees, the receipt of which is hereby acknowledged, does by this Quit Claim Deed remise, release and forever quit claim unto the Grantees all interest possessed by the Grantor in the following tract of land situated in Boone County, Missouri, and being described as follows:

**Lot Three (3) of Wagon Trail Heights Subdivision as shown by Survey recorded in Book 392, Page 833, Records of Boone County, Missouri.**

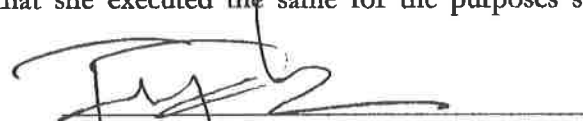
In witness of the statements made above, Grantor, Violet Virginia Davis, has set her hand and affixed her signature below, on this \_\_\_ day of April, in the Year of Our Lord, Two-Thousand Seventeen.

  
Violet Virginia Davis

### NOTARY ACKNOWLEDGEMENT

STATE OF MISSOURI  
COUNTY OF BOONE

On this 12<sup>th</sup> day of April, 2017, before me, a Notary Public in and for the State of Missouri, personally appeared Violet Virginia Davis, known to me to be the person who executed the attached Quit Claim Deed and acknowledged to me that she executed the same for the purposes stated above.

  
Notary Public  
My commission expires: Dec. 16, 2018



Nora Dietzel, Recorder of Deeds

**CERTIFIED COPY OF ORDER**

**STATE OF MISSOURI** }  
**County of Boone** } ea.

June Session of the April Adjourned

**Term. 2020**

**In the County Commission of said county, on the 18th day of June 20 20**

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

Now on this day the County Commission of the County of Boone does hereby approve the request to transfer above the authorized transfer salary for position number 700, Lead Deputy Collector, Boone County Collector, and does hereby authorize an appropriation of \$18.75 per hour, or \$39,000 annually, for the compensation for said position.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached Request to Transfer Above "ATS" (Authorized Transfer Salary) Form.

Done this 18th day of June 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)  
BOONE COUNTY Commission Order 146-2006**

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

**Procedure:**

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

Name of prospective employee Grace Hayes Department 1130  
Position Title Lead Deputy Collector Position No. 700

Proposed Starting Salary (complete one only) Annual: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_  
OR Hourly: 18.75 % of Mid-Point 76.3

No. of employees in this job classification within your Department? 1 - Lead Deputy

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Accountant II has been identified. Grace has taken on and assisted with many duties associated with monthly distributions, bank reconciliations, and receipt processing. Grace continues to proactively and take initiative with these important duties and responsibilities.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: N/A

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? We have already discussed this proposed move as a group in the office. Coworkers look to Grace for assistance and guidance on numerous issues and tasks. They appreciate and respect her skill set and contributions. I expect no issues.

Additional comments: The job description for Lead Deputy has been updated to reflect responsibilities associated with distributions, banking, and other financial issues.

Administrative Authority's Signature: [Signature] Date: 6-12-2020

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

Auditor's Signature: [Signature] Date: 6/16/20

Human Resource Director's Recommendations: This salary amount does not cause internal equity problems w/ the office & is reasonable for higher level responsibilities. Will put this employee's pay rate above most but not all other employees in the lower classification.

Human Resource Director's Signature: [Signature] Date: 6/16/20

County Commission \_\_\_\_\_ Approve \_\_\_\_\_ Deny  
Comment(s): \_\_\_\_\_

Presiding Commissioner's Signature: Daniel Atwill Date: 6.18.20

District I Commissioner's Signature: [Signature] Date: 6/18/2020

District II Commissioner's Signature: [Signature] Date: 6/18/2020

(S)ALL Human Resources Flexible Hiring & Transfer Policy and Forms)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

18th

day of

June

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Easement Acquisition Agreement between Boone County and Kevin and Susan Clark.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 18th day of June 2020.

ATTEST:

*Brianna Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Jane M. Thompson*

Jane M. Thompson  
District II Commissioner

## EASEMENT ACQUISITION AGREEMENT

THIS AGREEMENT, made by and between, **Kevin and Susan Clark, husband and wife**, herein the **“OWNERS or Owners”** and **The County of Boone**, a political subdivision of the State of Missouri, herein the **“COUNTY or County”**, and County’s performance is part of the consideration for the acquisition of a Permanent Drainage Easement and a Temporary Construction Easement in connection with the Boone County Project, herein the **“PROJECT or Project”**, known and described as: **Waters Edge Stormwater Improvements**.

**WHEREAS**, County desires to obtain certain easements over Owners’ property as part of the Project; and

**WHEREAS**, Owners desire to grant County said easements; and

**WHEREAS**, Owners desire to try and save and/or relocate certain plantings in the Project area, provide and/or contract for their own site restoration, provide and/or contract for pressure washing their home after substantial completion of the Project, and

**WHEREAS**, County has agreed to pay additional compensation to Owner to account for the restoration, cleaning, and landscaping/plantings activities to be undertaken by Owner in connection with this Project;

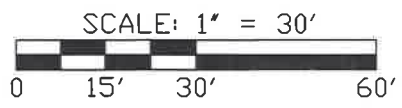
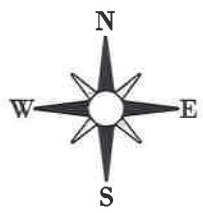
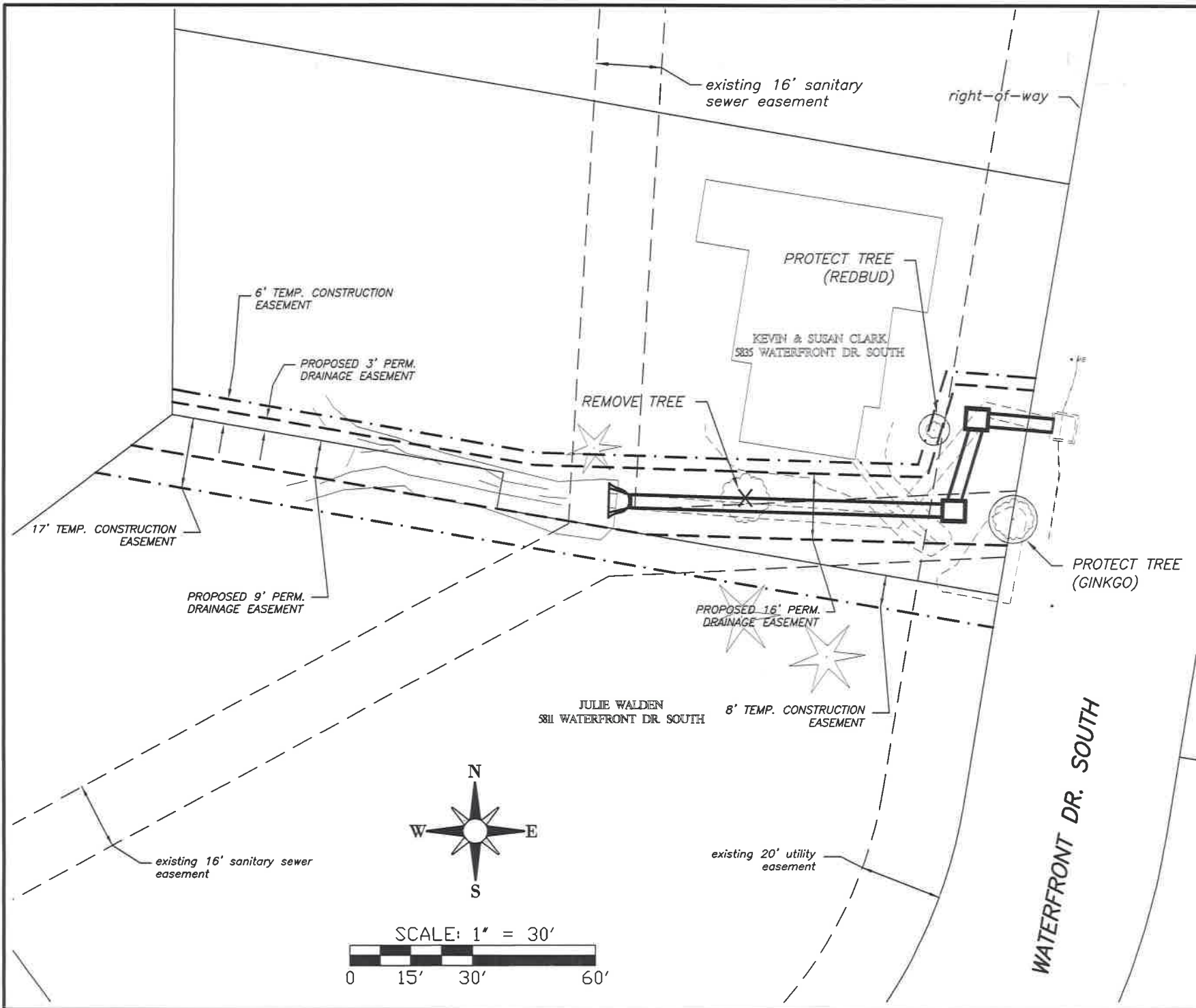
**NOW THEREFORE, IN CONSIDERATION OF** the performance of this Agreement’s obligations, and the Owners’ benefits derived from the agreement, the parties agree to the following:

1. **Easements.** Owners will sign and deliver the attached Permanent Drainage Easement and Temporary Construction Easement to County to the County’s authorized representative(s) no later than 30 days after both parties have fully executed this agreement. The easements contain the legal description of the land needed for completion of the Project referred to above, said land referred to herein as the **“Right-of-Way Area”**.
2. **Project.** County agrees it will complete the Project in accordance with the plans and schedule established by the County and as generally depicted in the attached Exhibit, subject to County’s acquisition of all right-of-way needed for completion of the Project and funds being appropriated for its completion. Owners will take steps to protect certain plantings and will provide and/or contract for their own site restoration in coordination with County’s contractor, as well as provide and/or contract for pressure washing their home after substantial completion of the project. County will provide Owners with fifteen (15) calendar days’ notice of the commencement of the project and Owners will be invited to and encouraged to participate in the preconstruction meeting between County and County’s project contractor. Owners will be encouraged to invite their landscaper to attend the preconstruction meeting as well. County will not be responsible for any site restoration or landscaping in connection with the Project as those costs are included in the payment to be made to Owners in this Agreement.
3. **Payment.** The County will pay Owners Twelve Thousand Seven Hundred Sixty Eight Dollars (\$12,768.00) for the Easements. Owners will provide Owners’ tax identification number to County pursuant to requirements of IRS regulation 1.6045-4 before receiving this payment.
4. **Complete Agreement.** This written agreement, the Permanent Drainage Easement, and Temporary Construction Easement constitute the only agreements between the Owners and the County for acquisition of the right-of-way described in the attached easement for the Project referred to above and they shall be binding upon the Owners and the County and their heirs, personal representatives, officers, agents, successors, and assigns. This acquisition is made under threat of condemnation.



## ATTACHMENTS

- Project Exhibit
- Permanent Drainage Easement (PDE)
- Temporary Construction Easement (TCE)



**CLARK PROPERTY EXHIBIT**

**WATER'S EDGE DRAINAGE IMPROVEMENT - 2019**

Boone County Resource  
 Management Department  
 Engineering Division  
 80 E. Main Street, P.O. Box 1486  
 Columbia, Missouri 65201 Phone: 573-865-4300  
 Fax: 573-865-4300





**PERMANENT DRAINAGE EASEMENT**  
**(BY INDIVIDUAL(S))**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, Kevin L. Clark and Susan Clark, husband and wife, of the County of Boone, State of Missouri, herein Grantor(s), on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does or do hereby Grant, Bargain, and Sell unto **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: One Government Center, 801 East Walnut Street, Columbia, Missouri 65201), its successors and assigns, the privilege, authority and right to construct, operate, replace, repair and maintain a permanent drainage course, including but not limited to the right to install, construct and maintain drainage ditches, ways and culverts and other appurtenances thereto, along with such other rights as are necessary and incidental thereto, under, over, across and upon the following described real estate owned by the said Grantor(s), situated in the County of Boone, State of Missouri, to-wit:

A portion of lot 80A of the Survey recorded in Book 1110, Page 633, being a part of lot 80 of Waters Edge Estates, Block 4, as shown by the Plat recorded in Plat Book 14, Page 30, AND a portion of lot 81B of the Survey recorded in Book 1188, Page 733, being a part of Lot 81 of said Waters Edge Estates, Block 4, Boone County, Missouri, as described by the Warranty Deed recorded in Book 4359, Page 44, all of the Boone County records, and being more particularly described as follows:

Commencing at the Southeast corner of said Lot 80, said point being on the Westerly right-of-way of E. Waterfront Drive South; Thence, along said right-of-way, N 9°43'40" E, 12.25 feet to the Point Of Beginning; Thence, leaving said right-of-way, N 88°16'25" W, 88.04 feet, to a point on the South line of said Lot 80; Thence, with the lines of said Lot 80, N 80°16'20" W, 118.77 feet to the Southwest corner of said Lot 80; Thence, with the Westerly line of said Lot 80, N 0°18'00" E, 12.16 feet; Thence, leaving the lines of said Lot 80, S 80°16'20" E, 91.18 feet; Thence S 88°16'25" E, 95.71 feet; Thence N 17°04'20" E, 23.42 feet; Thence S 85°53'00" E, 8.41 feet; Thence S 85°03'30" E, 10.66 feet to a point on the Westerly right-of-way of E. Waterfront Drive South; Thence, along said right-of-way, S 9°43'40" W, 38.01 feet to the Point Of Beginning, and containing 3,366 square feet, more or less.

The above described tract may be subject to easements and restrictions of record or not of record, if any.

This grant includes the right of the Grantee, its officers, agents, employees and assigns, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

The said Grantor(s) warrant(s) that, subject to liens and encumbrances of record at the date of this grant of easement, the Grantor(s) is or are the owner(s) of an interest in the above-described land and has or have the right and authority to make and execute and will defend this grant of easement.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set  
his or her or their hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Kevin L. Clark

\_\_\_\_\_  
Susan Clark

STATE OF MISSOURI }  
                                  } ss.  
County of Boone        }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, personally appeared Kevin L. Clark and Susan Clark, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

\_\_\_\_\_  
, Notary Public

**TEMPORARY CONSTRUCTION EASEMENT**  
**(BY INDIVIDUAL(S))**

THIS AGREEMENT for temporary construction easement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Kevin L. Clark and Susan Clark, husband and wife, herein Grantor(s), of the County of Boone, State of Missouri, and **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: One Government Center, 801 East Walnut Street, Columbia, Missouri 65201).

WITNESSETH:

That the said Grantor(s), for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does or do hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **2019 Waters Edge Stormwater Improvement Project** in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area hereinafter described, which is situated in the County of Boone, State of Missouri, and described as follows:

A portion of lot 80A of the Survey recorded in Book 1110, Page 633, being a part of lot 80 of Waters Edge Estates, Block 4, as shown by the Plat recorded in Plat Book 14, Page 30, AND a portion of lot 81B of the Survey recorded in Book 1188, Page 733, being a part of Lot 81 of said Waters Edge Estates, Block 4, Boone County, Missouri, as described by the Warranty Deed recorded in Book 4359, Page 44, all of the Boone County records, and being more particularly described as follows:

Beginning at the Southeast corner of Lot 80 of Waters Edge Estates, Block 4, as recorded in Plat Book 14, Page 30, being on the Westerly right-of-way of E. Waterfront Drive South; Thence, along said right-of-way, S 9°43'40" W, 8.00 feet to the Southeast corner of Lot 81B of the Survey recorded in Book 1188, Page 733; Thence, leaving said right-of-way and with the lines of said Lot 81B, N 80°16'20" W, 124.00 feet to the Southwest corner of said Lot 81B; Thence, continuing with said lines of said lot, N 9°43'40" E, 8.00 feet, to the Northwest corner of said Lot 81B, said point also being on the South line of said Lot 80; Thence, leaving the lines of said Lot 81B and with the lines of said Lot 80, N 80°16'20" W, 81.95 feet, to the Southeast corner of said Lot 80; Thence, continuing along the lines of said Lot 80, N 0°18'00" E, 15.21 feet; Thence, leaving the lines of said Lot 80, S 80°16'20" E, 91.47 feet; Thence S 88°16'25" E, 93.21 feet; Thence N 17°04'20" E, 23.52 feet; Thence S 85°53'00" E, 10.82 feet; Thence S 85°03'30" E, 10.93 feet to a point on the Westerly right-of-way of said E. Waterfront Drive South; Thence, along said right-of-way, S 9°43'40" W, 53.27 feet to the Point Of Beginning, and containing 5,581 square feet, more or less.

The above described tract may be subject to easements and restrictions of record or not of record, if any.

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee.

The said Grantor(s) covenant(s) that they have the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set  
his or her or their hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Kevin L. Clark

\_\_\_\_\_  
Susan Clark

STATE OF MISSOURI }  
                                  } SS  
County of Boone        }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, personally appeared Kevin L. Clark and Susan Clark, husband and wife, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

(SEAL)

\_\_\_\_\_  
, Notary Public