

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 3rd day of August 20 21

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

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement)	August Session
2427 E. Alan Circle)	July Adjourned
Columbia, MO)	Term 2021
)	Commission Order No. 309-2021

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 3rd day of August 2021, 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 and a derelict, unlicensed, inoperable and junk-filled blue pickup truck vehicle on the premises.
4. The location of the public nuisance is as follows: 2427 E. Alan Circle, Gregory Heights Subdivision, Block 3, Lot 111, a/k/a parcel# 12-415-20-01-083.00 01, Section 20, Township 49, Range 12 as shown in deed book 2984 page 0061, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse and a derelict, unlicensed, inoperable and junk-filled blue pickup truck vehicle in violation of section 6.5 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 20th day of May to the lien holder and on the 17th day of June to the property owner.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 7/6/21 @ ~ 11:15 am
2427 E. Alan Circle





Danny L. West and Deborah S. Hatcher/Elite Lender Services
2427 E. Alan Circle
Department of Public Health nuisance notice - timeline

- 5/10/21: citizen complaint received
- 5/10/21: initial inspection conducted
- 5/15/21: notice of violation notice sent to owner and lien holder, return receipt requested – owner notice never claimed
- 5/20/21: notice claimed by lien holder
- 6/17/21: owner notice posted in local newspaper
- 7/22/21: reinspection conducted – violation not abated - photographs taken at ~ 10:45 am
- 7/14/21: hearing notice sent



HEARING NOTICE

COPY

Danny L. West and Deborah S. Hatcher
2427 E. Alan Circle
Columbia, MO 65202-9222

An inspection of the property you own located at 2427 E. Alan Circle (parcel # 12-415-20-01-083.00 01) was conducted on May 10, 2021 and revealed junk, trash, rubbish, garbage and other refuse and a derelict, unlicensed, inoperable and junk-filled blue pickup truck vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 3, 2021 at 9:30 a.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 14th day of

August 2021 by DSR



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov





Columbia/Boone County
Public Health & Human Services



HEARING NOTICE

COPY

Elite Lender Services
PO Box 44060
Jacksonville, FL 32231-9959

An inspection of the property you hold an interest in located at 2427 E. Alan Circle (parcel # 12-415-20-01-083.00 01) was conducted on May 10, 2021 and revealed junk, trash, rubbish, garbage and other refuse and a derelict, unlicensed, inoperable and junk-filled blue pickup truck vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 3, 2021 at 9:30 a.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 14th day of

July 2021 by DR

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

ColMo.gov



PHAB is a registered trademark of the Public Health Accreditation Board (PHAB). PHAB is a 501(c)(3) nonprofit organization. PHAB is not affiliated with the U.S. Department of Health and Human Services.

2021 0206

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 #20210206 Invoice #31008925

NOTICE OF DECLARATION
OF PUBLIC NUISANCE
AND ORDER OF ABATEMENT
To: Danny L. West and Deborah S.
Hatcher

2427 E. Alan Circle
Columbia, MO 65202-9222
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 nul-
sance 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: Gregory Heights
Subdivision 3, Lot 111 a/k/a 2427 E. Alan
Circle as shown by deed book 2984 page
0061

Type of Nuisance: junk, trash, rubbish,
garbage and other refuse; a derelict,
unlicensed, inoperable and junk-filled
blue pickup truck vehicle

The above named persons are further
notified that if they fail to abate such nu-
sance 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: June 17, 2021

Stephanie Browning, Director,
Columbia/Boone County
Department of Public Health
INSERTION DATE: June 17, 2021

STATE OF MISSOURI)
County of Boone) ss.

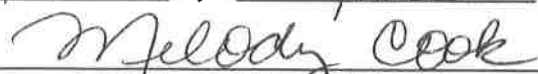
I, Bryan Chester, being duly sworn according to law state that I am one of the
publishers of the Columbia Missourian, a daily newspaper of general circulation in the
County of Boone where located: which has been admitted to the Post Office as second
class matter in the City of Columbia, Missouri the city of publication: which newspa-
per 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 June 17, 2021
- 2nd Insertion 2021
- 3rd Insertion 2021
- 4th Insertion 2021
- 5th Insertion 2021
- 6th Insertion 2021
- 7th Insertion 2021
- 8th Insertion 2021
- 9th Insertion 2021
- 10th Insertion 2021
- 11th Insertion 2021
- 12th Insertion 2021
- 13th Insertion 2021
- 14th Insertion 2021
- 15th Insertion 2021
- 16th Insertion 2021
- 17th Insertion 2021
- 18th Insertion 2021
- 19th Insertion 2021
- 20th Insertion 2021
- 21st Insertion 2021

COLUMBIA MISSOURIAN PRINTER'S FEE \$37.05

By: 
(Bryan Chester, General Manager)

Subscribed and sworn to before me this
17th day of June, 2021


(Melody Cook, Notary Public)
My Commission Expires October 16, 2024

MELODY COOK
Notary Public, Notary Seal
State of Missouri
Cooper County
Commission # 12405232
My Commission Expires 10-16-2024



Columbia/Boone County
Public Health & Human Services



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

Elite Lender Services
PO Box 44060
Jacksonville, FL 32231-9959

An inspection of the property you hold an interest in located at 2427 E. Alan Circle (parcel # 12-415-20-01-083.00 01) was conducted on May 10, 2021 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 15th day of

May 2021 by DJR

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

ColMo.gov





Columbia/Boone County
Public Health & Human Services



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

Elite Lender Services
PO Box 44060
Jacksonville, FL 32231-9959

An inspection of the property you hold an interest in located at 2427 E. Alan Circle (parcel # 12-415-20-01-083.00 01) was conducted on May 10, 2021 and revealed a derelict, unlicensed, inoperable and junk-filled blue pickup truck 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.**

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Sincerely,

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 15th day of

May 2021 by DUR

573.874.7781
573.874.7756 Fax

1005 W. Worley Street
Columbia, Missouri 65203

CoMo.gov



Track Another Package +

Tracking Number: 70190700000191582309

Remove X

Your item has been delivered and is available at a PO Box at 8:22 am on May 20, 2021 in JACKSONVILLE, FL 32203.

Delivered, PO Box

May 20, 2021 at 8:22 am
JACKSONVILLE, FL 32203

Get Updates

Text & Email Updates 

Tracking History 

Product Information 

9522 9516 1000 0020 6102

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL RECEIPT	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 6.96
Total Postage and Fees	\$
Sent To Elite Lender Services	
Street and Apt. No., or PO Box No. P.O. Box 44060	
City, State, ZIP+4® Jacksonville FL 32231-9959	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

COLUMBIA MO 65206-9598
MAY 19 2021
Postmark Here
USPS

Feedback

See Less ^

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.

Boone County, Missouri

BOONE COUNTY MO AUG 15 2013

After Recording Return To:

Unofficial Document

Elite Lender Services

PO BOX 44060

Jacksonville, FL 32231-9959

ATTN: Nicole Quintero

Prepared by: Branka Fetahovic

301 W Bay St
Jacksonville, FL 32202
#904-623-9198

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

Borrower ("I")¹: Danny L. West and Deborah S. Hatcher, a Single Person

Lender ("Lender"): EverBank * 301 W Bay St

Loan Number: 9000783574

Jacksonville, FL 32202

#888-882-3837

This Loan Modification Agreement ("Agreement"), made this March 20, 2012, between Danny L. West, a married person acting individually and pursuant to powers conferred by his spouse, Branda L. West, by Assent to Execution of Instrument and Waiver of Marital Rights recorded in Book# 2984, Page #62, Boone County Records and Deborah S. Hatcher, a Single Person ("Borrower") and EverBank, as successor by merger to EverHome Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated July 13, 2006 recorded July 17, 2006 in Document / Instrument # 2006019361 book or liber 2984 page (s) 63, in the amount of \$108,216.00 of the Records of Boone County, MO and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 2427 E ALAN CIR, COLUMBIA, MO 65202.

The real property described being set forth as follows:

LOT ONE HUNDRED ELEVEN (111) OF GREGORY HEIGHTS SUBDIVISION ADDITION NO. THREE (3), REPLAT NO. ONE (1) AS SHOWN ON PLAT RECORDED IN PLAT BOOK 10, PAGE 37, BOONE COUNTY RECORDS.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of March 01, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$109,022.12, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.500%, from March 01, 2012. Borrower promises to make monthly payments of principal and interest of U.S. \$552.40, beginning on April 01, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.500% will remain in effect until principal

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Nora Dietzel, Recorder of Deeds

Fwd: County Nuisance

1 message

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

Mon, May 10, 2021 at 9:40 AM

Think you get this area usually

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

From: **Donna Rivers** <Donna.Rivers@como.gov>
Date: Mon, May 10, 2021 at 9:37 AM
Subject: County Nuisance
To: Michala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Monday 5/10/2021 @ 9:00 AM
Anonymous

Two complaints, same caller:

2250 Alfalfa Dr (parcel 12-415-20-03-043.00 01)
Tall grass...believes the renters are being evicted

2427 Alan Circle (parcel 12-415-20-01-083.00 01)
Backyard pile of trash, which can be viewed from Oakland Gravel

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

*5/10: if believe pl a find,
big pile of
trash/junk in
back yard*

5/10: well

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

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri,
Date and Time 07/17/2006 at 08:35:05 AM

Instrument # 2006019359 Book 2984 Page 61

Grantor COOK, D JOSEPH
Grantee WEST, DANNY L

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

Bettie Johnson
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 14th day of July, 2006, by and between
D. Joseph Cook and Barbara Jean Cook, husband and wife

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and
Danny L. West and Deborah S. Hatcher, as joint tenants with rights of survivorship

Grantee(s),

Grantee'(s) address: 2427 E. Alan Cir Columbia, MO 65202
of the County of Boone, State of Missouri party of the second part.

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

Lot One Hundred Eleven (111) of GREGORY HEIGHTS SUBDIVISION ADDITION NO. THREE (3), Replat No. One (1) as shown on Plat recorded in Plat Book 10, Page 37, Boone County Records.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO JUL 17 2006

Unofficial Document

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

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

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

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

D. Joseph Cook

D Joseph Cook

Barbara Jean Cook

Barbara Jean Cook

STATE OF MISSOURI)

COUNTY OF Boone) ss.

On this 11th day of July, 2006, before me personally appeared:
D Joseph Cook, ~~a single person~~ and Barbara Jean Cook, husband and wife

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

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

[Signature]

Notary Public

My Commission Expires:

MAUREEN A. DALTON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF BOONE
MY COMMISSION EXPIRES: OCT 07, 2006

Nora Dietzel, Recorder of Deeds

310-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

August Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 3rd day of August 20 21

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

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement)	August Session
709 W. Mauller Road)	July Adjourned
Columbia, MO)	Term 2021
)	Commission Order No. 310-2021

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 3rd day of August 2021, 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 tires and other refuse on the premises.
4. The location of the public nuisance is as follows: 709 W. Mauller Road, Bon-Gor Lake Estates Subdivision, Block 2, Lot 11, a/k/a parcel# 11-606-14-01-032.00 01, Section 14, Township 49, Range 13 as shown in deed book 4385 page 0116, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage, tires 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 23rd day of June to the lien holder and 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

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

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

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

Boone County, Missouri
By Boone County Commission


Presiding Commissioner

ATTEST:


Boone County Clerk

Photograph taken 7/22/21 @ ~ 10:45 am
709 W. Mauller Road



Photograph taken 6/18/21 @ ~ 11:00 am
709 W. Mauller Road



Asset Disposition LLC/Hawthorn Bank
709 W. Mauller Road
Department of Public Health nuisance notice - timeline

- 6/17/21: citizen complaint received
- 6/18/21: initial inspection conducted, photographs taken from complainants property
- 6/22/21: notice of violation notice sent to owner and lien holder, return receipt requested –
- 6/23/21: notice claimed by lien holder and owner
- 7/13/21: reinspection conducted – violation not abated
- 7/16/21: hearing notice sent
- 7/22/21: photographs taken at ~ 10:45 am



COPY



HEARING NOTICE

Asset Disposition LLC
5109 Buckeye Drive
Columbia, MO 65203

An inspection of the property you own located at 709 W. Mauller Road (parcel # 11-606-14-01-032.00 01) was conducted on June 18, 2021 and revealed junk, trash, rubbish, garbage, tires 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 Tuesday, August 3, 2021 at 9:30 a.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 16th day of

July 2021 by ORR

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

ColMo.gov





COPY



HEARING NOTICE

Hawthorn Bank
1110 Club Village Drive
Columbia, MO 65203

An inspection of the property you hold an interest in located at 709 W. Mauller Road (parcel # 11-606-14-01-032.00 01) was conducted on June 18, 2021 and revealed junk, trash, rubbish, garbage, tires 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.

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Kristine N. Vellema
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This notice deposited in the U.S. Mail, first class postage paid on the 16th day of

July 2021 by OR

573.874.7781
573.874.7756 fax

1005 W. Worley Street
Columbia, Missouri 65203

ColMo.gov





Columbia/Boone County
Public Health & Human Services

COPY



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

Asset Disposition LLC
5109 Buckeye Drive
Columbia, MO 65203

An inspection of the property you own located at 709 W. Mauller Road (parcel # 11-606-14-01-032.00 01) was conducted on June 18, 2021 and revealed junk, trash, rubbish, garbage, tires 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.**

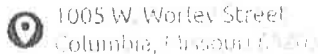
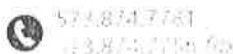
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom 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 22nd day of

June 2021 by DUR.



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

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

7020 0640 0000 2782 2642

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

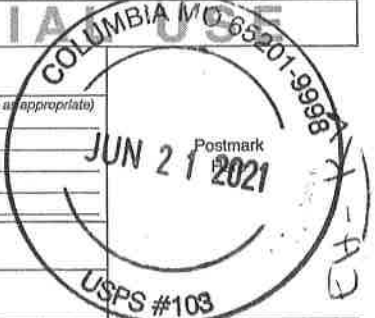
\$

Total Postage and Fees

\$

Sent To

Asset Disposition LLC
 Street and Apt. No., or PO Box No.
 5109 Buckeye Drive
 City, State, ZIP+4®
 Columbia MO 65203



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:

Asset Disposition LLC
 5109 Buckeye Drive
 Columbia, MO
 65203



9590 9402 4726 8344 7685 91

2. Article Number (Transfer from service label)

7020 0640 0000 2782 2642

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Handwritten Signature]

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

6-23-21

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

3. Service Type

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

Domestic Return Receipt



COPY



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

Hawthorn Bank
1110 Club Village Drive
Columbia, MO 65203

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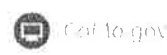
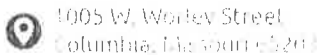
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. 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 22nd day of

June 2021 by DUR



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

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

OFFICIAL USE

7020 0640 0000 2782 2659

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	Hawthorn Bend #103
Street and Apt. No., or PO Box No.	1110 Club Village Drive
City, State, ZIP+4®	Columbia, MO 65203

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:
 Hawthorn Bend
 1110 Club Village Dr
 Columbia, MO
 65203



2. Article Number (Transfer from service label)
 7020 0640 0000 2782 2659
 PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X John Peery	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) John Peery	C. Date of Delivery 6/23
D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery: | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery over \$500 | |

Domestic Return Receipt

Fwd: County Nuisance

1 message

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

Thu, Jun 17, 2021 at 2:56 PM

For you

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

From: **Taylor Settle** <taylor.settle@como.gov>
Date: Thu, Jun 17, 2021, 2:51 PM
Subject: County Nuisance
To: Michala Wekenborg-Tomka <michala.wekenborg@como.gov>

*1st duplex
① of interest
plus mauller*

708 Bon Gor Ct

Said property behind that address on mauller has a dump with mattresses, trast, etc. Said she talked to someone in the county about other issues with this property but could not remember who

Wants a follow up call and said can call to go on her property if need to
Iris
573-449-2846

*6/18: tires, junk
plus @ 11:00A*

Taylor Settle
Environmental Public Health Specialist
Columbia/Boone County
Public Health and Human Services
1005 W. Worley, Columbia, MO 65203
(573) 874-7668

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: Taylor.Settle@como.gov or by calling 5738747668

Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time: 12/23/2014 at 11:12:43 AM

Instrument #: 2014024101 Book: 4385 Page: 117

Grantor: ASSET DISPOSITION LLC

Grantee: HAWTHORN BANK

Instrument Type: DT

Recording Fee: \$51.00 S

No. of Pages: 10

Bettie Johnson

Bettie Johnson, Recorder of Deeds



_____ State of Missouri _____ Space Above This Line For Recording Data _____

REAL ESTATE DEED OF TRUST

AAA4281

(With Future Advance Clause)

Full Legal Description located on page ..2.....

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is ..DECEMBER..22,..2014 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: ASSET DISPOSITION LLC
A MISSOURI LIMITED LIABILITY COMPANY
5109 BUCKEYE DR.
COLUMBIA, MO 65203

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures, addresses and acknowledgments. The Addendum is on page(s).....

TRUSTEE:
Duane E. Schreimann
Trustee
931 Wildwood Drive, Suite 201
Jefferson City, MO 65109

LENDER/GRANTEE:
HAWTHORN BANK
1110 CLUB VILLAGE DR.
COLUMBIA, MO 65203

Nora Dietzel, Recorder of Deeds

Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 12/23/2014 at 11:12:43 AM
Instrument #: 2014024100 Book: 4385 Page: 116

Grantor: HENRY, CHARLES
Grantee: ASSET DISPOSITION LLC

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

Bettie Johnson
Bettie Johnson, Recorder of Deeds



GENERAL WARRANTY DEED

THIS INDENTURE, made on the 22nd day of **December, 2014**, by and between

Grantor: **Charles Henry and Gina Henry, husband and wife**

County of **Boone** and State of **Missouri**, party of the first part, and

Grantee: **Asset Disposition, LLC, a Missouri limited liability company**

County of **Boone**, and State of **Missouri**, party of the second part

Mailing address of said first named grantee is 5109 Buckeye Dr., Columbia, MO 65203

Witnesseth, that the said party of the first part in consideration of the sum of One Hundred Dollars and Other Good and Valuable Consideration to them paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, his/her heirs and assigns, the following described lots, tracts or parcels of land, lying being and situate in the County of Boone, and State of Missouri, to wit:

Lots Ten (10), Eleven (11) and Twelve (12) in Block II of Bon-Gor Lake Estates as shown by the plat in Plat Book 10, Page 128, Records of Boone County, Missouri.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto his/her heirs, or successors, and assigns, forever, the said party of the first part herein hereby covenanting that he/she is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he/she has good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom he/she claim, and that he/she will warrant and defend the title to the said premises unto the said party of the second part, and unto his/her heirs, or successors, and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hands the day and year first above written.

[Signature]
Charles Henry

[Signature]
Gina Henry

Nora Dietzel, Recorder of Deeds

311 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 21

In the County Commission of said county, on the 3rd day of August 20 21


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

Now on this day, the County Commission of the County of Boone does hereby approve the Video Court Expansion Budget Amendment.

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

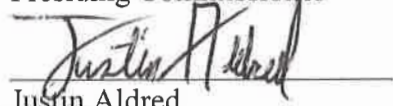
Done this 3rd day of August 2021.

ATTEST:

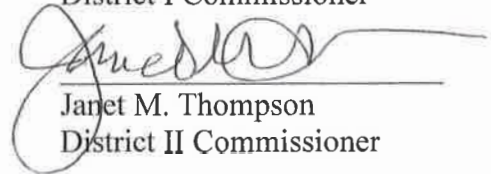

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Non - Departmental costs for Sheriff Video Court Expansion Project

Construction and Installation Cost

Description	Budget		Dept	Account	Account Title
	Amount	Amendment			
Wall Installation	\$ 3,000.00	\$ 3,000.00	1190	71100	Outsourced Services
Painting Services	\$ 1,500.00	\$ 1,500.00	1190	71100	Outsourced Services
Fire Sprinkler Head Install	\$ 400.00	\$ 400.00	1190	71100	Outsourced Services
Smoke Detector Installation	\$ 930.00	\$ 930.00	1190	71100	Outsourced Services
Door Lock	\$ 500.00	\$ 500.00	1190	71100	Outsourced Services
Security HVAC Install	\$ 4,725.00	\$ 4,725.00	1190	71100	Outsourced Services
Contingency	\$ 1,000.00	\$ 1,000.00	1190	71100	Outsourced Services
	<u>\$ 12,055.00</u>	<u>\$ 12,055.00</u>			

IT related costs for Sheriff Video Court Expansion Project

Security Camera & Mics

Budget

Amendment

Description	Amount	Amount	Dept	Account	Account Title
Cabling	\$ 300.00	\$ 300.00	1171	71100	Outsourced Services
Camera	\$ 755.25	\$ 760.00	1171	23810	Untagged Hardware & Software
Camera License	\$ 217.50	\$ 220.00	1171	23810	Untagged Hardware & Software
Microphones	\$ 96.32	\$ 100.00	1171	23850	Untagged Equipment & Tools
Mic Inerfaces	\$ 308.82	\$ 310.00	1171	23850	Untagged Equipment & Tools
Audio Cables	\$ 26.42	\$ 30.00	1171	23014	Hdwr Installation Supplies
	<u>\$ 1,704.31</u>	<u>\$ 1,720.00</u>			

Video Court PCs

Budget

Amendment

Description	Amount	Amount	Dept	Account	Account Title
PC	\$ 3,400.00	\$ 3,400.00	1172	23820	Replc Computer Hardware <\$1,000
Monitor	\$ 1,400.00	\$ 1,400.00	1172	23820	Replc Computer Hardware <\$1,000
Web Cam	\$ 400.00	\$ 400.00	1172	23810	Untagged Hardware & Software
Wireless Keyboard & mouse	\$ 400.00	\$ 400.00	1172	23850	Untagged Equipment & Tools
Wall Mount	\$ 400.00	\$ 400.00	1172	23850	Untagged Equipment & Tools
	<u>\$ 6,000.00</u>	<u>\$ 6,000.00</u>			



BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive
DWAYNE CAREY, Sheriff

Columbia, Missouri 65202-9051
Phone (573)875-1111 Fax (573)874-8953

7-2-21

TO: Boone County Commission

FROM: Maj. Gary German

RE: Video Court Expansion Project

This request is to replace and expand the virtual video court abilities at the Boone County Jail. We are requesting to replace two (2) older video conferencing units and purchase two (2) additional video conferencing units. The two older video conferencing units are 7 years old. The Courts received grant funding to partially pay for one of the new units. We would also like to convert an office space inside the jail to accommodate these two new video conferencing units.

This request is being made now as the Courts and Detention staff recognized the efficiencies of utilizing this technology during the initial wave of the COVID-19 pandemic. This technology was vital in keeping the judicial system moving cases forward. Additionally, the Courts have recognized and committed to utilizing this technology moving forward. We are also requesting to move forward with this project now, as the number of COVID-19 cases is increasing in our area and across the state. The use of this technology will lessen the number of staff regularly needed to transport detainees to court and will provide some relief to the Detention staff by reducing the amount of time transport staff have to leave the facility.

Background-

During the COVID-19 pandemic several normal work processes were impacted, including the judicial system. In order to

keep moving cases through the courts, the 13th Judicial Circuit expanded the usage of video court. The two video conferencing units proved extremely valuable, when operational. Court IT staff maintain these units and are not at the jail when issues arise.

In order to accomplish this proposed project, the following items are being requested-

Facilities Maintenance-

1. Construct an insulated wall splitting the room in half, roughly 10'. The insulation will assist with soundproofing. Not to exceed \$3000.00 -T&S Tim Dysart
2. Paint rooms and doors. Not to exceed \$1500.00 -T&S Tim Dysart
3. Add 2nd fire sprinkler head. One on each side of the divided room per code. \$400.00 -T&S J. Louis Crum
4. Add a second smoke detector to the other half of the room and connect in series. \$930.00 -T&S Midwest Electronics
5. Add institutional door lock to one of the doors. FM staff can install. \$500.00 -NegWer Materials
6. Add a security second HVAC supply line and a return line in the room. One set (supply/return) for each room. \$4,725.00 -Hulett HVAC

Information Technology-

7. Replace two existing video conferencing units (both are 7 years old) and add two additional video conferencing units. IT has priced the four units at \$1,500.00 each for a total of \$6,000.00. As mentioned earlier the Courts have funding to help pay for one of the video conference units.
 - Mini PC
 - 24 inch HD Monitor
 - Flat Wall Mount
 - HD Webcam with Mic
 - Wireless Keyboard and Mouse

8. Install additional video camera, license, cabling and 2 microphones for room being split. \$1,710.00

Total project cost \$18,765.00

Potential Savings-

While it is hard to predict the actual savings that will be realized with implementing increased availability of video court. In 2020 the Courts added an additional court visit for bond hearings. The bond hearings are generally one week after the initial appearance. This increased the number of transports the Detention staff performed. When detainees are at the courthouse, the transport unit must staff the courthouse holding area and detainees must be supervised by jail staff while in the courtroom as well. In addition, the 13th Judicial Court Marshals must secure the courtroom. It is much safer for all involved if detainees do not leave the facility for court. On large docket days, 30-60 detainees may be transported at a time, and additional detention officers are called in to supplement the transport unit staff. Enforcement staff are occasionally pulled to assist with escorting detainee transports to and from the courthouse or to stand by at the courthouse on high profile court cases or assisting with those detainees who are an increased flight risk.

I have included a few reports the Transport unit tracks (Court Statistics 2019 and 2020, Monthly Court stats for July and February 2019). Please keep in mind these reports are only one facet of the transport unit's duties. On average in 2019 the jail conducted 300 monthly video court appearances. The average monthly video court appearance in 2020 was 481, more than a 62% increase. In 2019 Detention staff transported an average of 247 detainees per month to court. In 2020 this average dipped to an average of 43 detainees transported per month. Most of those transports were early in 2020 pre COVID-19.

By changing the IT service model, we hope to increase reliability of the video units. Having more video units available the Courts can have multiple divisions being heard at the same time, reducing the amount of time courthouse and jail staff wait for a video unit to become available. There should be a reduction in overtime for

Detention staff. Referencing the July and February 2019 Court Stats there were 26 days (out of 40 court days) where additional Detention staff were needed just to transport detainees for court. During February and July of 2019 Detention staff, including 3 transport officers, spent 1,160 hours conducting transports to the courthouse. Subtracting the 3 transport officers from the total equals 513 hours, leaving 647 additional employee hours needing to be covered for those months. At the base detention officer salary of \$17.62 (excluding 1.5 OT status) this equates to \$11,400.14. Detention staff in 2019 spent a total of 5,086 hours conducting transports for court. Obviously, not all cases are going to be handled virtually. In addition, there will be savings in fuel, vehicle maintenance and eventually we may be able to reduce the number of transport unit vehicles. Savings may also be realized in other ways, such as reducing the number of times a prisoner transport service is utilized.

Sincerely,

A handwritten signature in cursive script, appearing to read "Maj. Gary German", with a long horizontal flourish extending to the right.

Major Gary German

JULY 2019
COURT STATS

Date	Court Hours	# of Inmates	# of Officers	# of AM Divisions	# of PM Divisions	Videos	Man Hours
7/1/2019	5	24	7	1	3	36	35
7/2/2019	3	16	4	0	1	7	12
7/3/2019	1	2	1	0	1	12	1
7/4/2019							
7/5/2019							
7/6/2019							
7/7/2019							
7/8/2019	4	17	4	0	3	49	16
7/9/2019	5	22	3	3	3	21	15
7/10/2019	2	3	2	0	1	22	4
7/11/2019	3	9	3	0	3	21	9
7/12/2019	6	6	4	3	1	6	24
7/13/2019							
7/14/2019							
7/15/2019	4	25	5	0	3	41	20
7/16/2019	5	19	5	5	2	13	25
7/17/2019	3	13	7	1	3	44	21
7/18/2019	2	3	3	1	1	6	5
7/19/2019	4	7	2	0	1	4	8
7/20/2019							
7/21/2019							
7/22/2019	4	15	10	1	4	50	40
7/23/2019	4	15	4	2	3	10	16
7/24/2019	4	15	9	1	4	35	36
7/25/2019	2	9	4	0	1	10	8
7/26/2019	1	1	1	1	0	2	1
7/27/2019							
7/28/2019							
7/29/2019	4	31	8	0	2	10	32
7/30/2019	3	16	6	2	4	10	18
7/31/2019	1	2	2	1	2	13	2
Totals	69	270	94	22	46	422	348

2019 February
Court Stats

Date	Court Hours	# of Inmates	# of Officers	# of AM Divisions	# of PM Divisions	Videos	Man Hours
2/1/2019	1	1	2	1	0	5	2
2/2/2019							
2/3/2019							
2/4/2019	6	32	6	0	3	35	36
2/5/2019	10	11	9	2	2	11	90
2/6/2019	20	5	12	3	3	6	240
2/7/2019	24	10	9	3	3	8	216
2/8/2019	16	11	4	2	1	9	64
2/9/2019	8	1	2	1	1	0	16
2/10/2019							
2/11/2019	4	17	8	0	4	38	32
2/12/2019							
2/13/2019	3	6	5	1	3	27	15
2/14/2019	3	6	4	1	2	16	12
2/15/2019	2	2	2	2	0	10	4
2/16/2019							
2/17/2019							
2/18/2019							
2/19/2019	4	33	6	1	4	31	24
2/20/2019	2	4	4	0	2	24	8
2/21/2019	2	5	4	1	3	5	8
2/22/2019	2	9	3	3	0	7	5
2/23/2019							
2/24/2019							
2/25/2019	3	10	5	0	2	41	15
2/26/2019	2	8	4	1	2	14	8
2/27/2019	2	1	1	0	1	20	2
2/28/2019	5	10	3	1	2	6	15
Totals	119	182	93	23	38	313	812

Court Statistics 2020

MONTH	VIDEO	COURTHOUSE
JANUARY	543	214
FEBURARY	394	176
MARCH	398	107
APRIL	305	0
MAY	379	0
JUNE	407	2
JULY	567	0
AUGUST	554	7
SEPTEMBER	603	2
OCTOBER	540	11
NOVEMBER	575	3
DECEMBER	512	0
TOTAL=	5777	522

Court Statistics 2019

MONTH	VIDEO	COURTHOUSE
JANUARY	328	191
FEBURARY	313	182
MARCH	311	160
APRIL	199	352
MAY	204	346
JUNE	205	291
JULY	270	422
AUGUST	387	189
SEPTEMBER	402	244
OCTOBER	319	217
NOVEMBER	287	165
DECEMBER	377	206
TOTAL=	3602	2965

Asset ID & Characteristics

CT13 Asset Tag# 19349

Asset Type Hardware
Asset Category VideoConference
Model Number HDX 6000 HD
Vendor Part #
Serial Number 82142041AA4DCP
MAC Address 00E0:DB41:AA4D
RAM (in GB)
Disk Space (in GB)

Manufacturer Polycom
Asset Description/Title Video Conferencing CODEC
Wireless? (Check if wireless)

Operating System
Host Name
Associated Host Name(s)
Device Phone Number
IP Address(es) (if static) 10.98.134.62

Use / Physical Location

Asset Use Video Conferencing

Building *Offsite
Room *Offsite

Assigned User(s)/Role(s) VideoConferencing (BNE) Jail
1

Floor *Offsite
Unit JA-Court Administration
Skip Status Check? (Check if 'Yes')

Service Information

Status In-Use
Vendor World-Wide Technologies
Budget 1230
Department
Budget Category 92300
Est. Service Life 10 years
Service Start Date 10/1/14
Budget Notes

Owner Boone
Number of Units/Licenses 1
Acquisition Method Purchased

PO Number BNECC063014POL Year 2014
Asset Cost \$4019.20
Service End Date 10/1/16

Grant Information

Grant-Related? Yes No

Asset ID & Characteristics

CT13 Asset Tag# 19441

Asset Type Hardware
Asset Category VideoConference
Model Number RealPresence VideoProtect 500
Vendor Part #
Serial Number 82144442E390CV
(subcomponent of
FTP1432(V050))
MAC Address 00E0:DB42:E390
RAM (in GB)
Disk Space (in GB)

Manufacturer Polycom
Asset Description/Title Video Conferencing CODEC
Wireless? (Check if wireless)

Operating System

Host Name
Associated Host Name(s)
Device Phone Number
IP Address(es) (if static) 10.98.134.69

Use / Physical Location

Asset Use Video Conferencing

Building *Offsite
Room *Offsite

Assigned User(s)/ Role(s) VideoConferencing (BNE) Jail
2
Floor *Offsite
Unit JA-Court Administration
Skip Status Check? (Check if 'Yes')

Service Information

Status In-Use
Vendor World-Wide Technologies
Budget 1230
Department
Budget Category 91300
Est. Service Life 10 years
Service Start Date 12/2014 16
Budget Notes

Owner Boone
Number of Units/Licenses 1
Acquisition Method Purchased

PO Number BNECJ112514POL Year: 2014
Asset Cost \$8600.00
Service End Date 16

Grant Information

Grant-Related? Yes No

From: Rafi Noak
To: Jimmy Nichols; Gary Garmon; Sarah Ream
Subject: Boone County Sheriff Smoke Detector
Date: Thursday, June 17, 2021 12:29:50 PM

[External Source] Take caution! This communication originated outside of boonecountymo.org. DO NOT CLICK links or attachments unless they are familiar to you and you feel the content is safe. DO NOT SHARE information with unfamiliar senders.

We are please to quote the following:

1 Addressable Smoke Detector compatible with existing system
20' Fire cable
1 lot installation

\$ 910.00



Roll over image to zoom in

Schlage ND82PD-SPA-626 Grade 1 Asylum/Institution, 626 - Satin Chrome Finish, 2-3/4" Backset, Non Handed, Zinc; Wrought Brass Or Bronze

Visit the SCHLAGE Store

Price: \$470.09

Get \$50 off instantly. Pay \$420.09 upon approval for the Amazon Rewards Visa Card

- Finish Type** 626/US26D - SATIN CHROME
- Handle Type** Lever
- Metal Type** Zinc
- Handle** Zinc
- Material**
- Brand** SCHLAGE

About this item

- Keyed different x c keyway x 2 keys
- Includes frame strike plate - ansi 1-1/4" x 4-7/8"
- 2-3/4 inch backset
- Deadlocking latch bolt by key either side (levers y freewheeling in locked position)
- Should be used only in office or room with multiple entries

Specifications for this item

Brand Name	SCHLAGE
Construction Type	Asylum,Institution
Exterior Finish	Zinc , Bronze , Chrome , Brass
External Testing Certification	Grade 1 (value to upload: 1)
Finish Type	626/US26D - SATIN CHROME

See more

See more product details

\$470.09

FREE delivery: July 16 - 20

Select delivery location

Only 4 left in stock - order soon.

Qty: 1

[Add to Cart](#)
[Buy Now](#)

Secure transaction
 Ships from Home Essentials
 Sold by Home Essentials

Return policy: This item is returnable

Add to List

Show

Have one to sell?

[Sell on Amazon](#)

Like Keyed Entry Lever with Microban Antimicrobial Protection featuring...

138

Sponsored

From: Tim Dysart
To: Gary Seaman
Subject: Transport Office Wall
Date: Tuesday, July 6, 2021 7:51:45 AM

[External Source] Take caution! This communication originated outside of boonecountymtmo.org. DO NOT CLICK links or attachments unless they are familiar to you and you feel the content is safe. DO NOT SHARE information with unfamiliar senders.

Proposal to build wall in Transport Office

Frame with 3 5/8 20ga studs
Insulate
Install 5/8 sheetrock
Finish sheetrock
Prime and paint two coats
Install vinyl base

Not to exceed -Labor and materials \$3,000.00

Submitted by,
Tim Dysart
Dysart Painting LLC

went thru yet.
Confirming \$1400
to paint?

12:00 PM

T I forgot about
the fact the
ceilings will need
to be painted so
make it \$1500 if
possible

12:02 PM

T That will cover
the walls and
doors too.

12:13 PM

312 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

3rd

day of August

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the FY20 JAG Subrecipient Monitoring Agreement.

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 3rd day of August 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Introduced by Treece

First Reading 6-21-21

Second Reading 7-6-21

Ordinance No. 024690

Council Bill No. B 201-21

AN ORDINANCE

authorizing a subrecipient monitoring agreement with Boone County, Missouri relating to acceptance of the FY 2020 Justice Assistance Grant (JAG) Program Award to purchase equipment for the Police Department; amending the FY 2021 Annual Budget by appropriating funds; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute a subrecipient monitoring agreement with Boone County, Missouri relating to acceptance of the FY 2020 Justice Assistance Grant (JAG) Program Award to purchase equipment for the Police Department. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The FY 202 Annual Budget adopted by Ordinance No. 024359 is amended by appropriating the sum of \$20,521.80 from Account No. 11002120-461119 POLICE-GBRYNE to Account No. 11002120-501470-GRANT.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this 6th day of July, 2021.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

CERTIFICATION: I certify there are sufficient funds available in Account No. 11002120-461119 POLICE-GBRYNE to cover the above appropriation.

[Signature]
Director of Finance

**SUBRECIPIENT MONITORING AGREEMENT
BETWEEN THE CITY OF COLUMBIA, AND
THE COUNTY OF BOONE, MISSOURI**

FY2020 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT dated the _____ day of _____, 202____, is made by and between **Boone County, Missouri** through its County Commission (herein "County"), and the **City of Columbia, Missouri** (herein "City"),

WHEREAS, both the City and the County are empowered to enter into a cooperative agreement for the purposes herein stated pursuant to RSMo §70.220; and

WHEREAS, the City and County are participants in the Justice Assistance Grant Program, Award #2020-DJ-BX-0524, and have been awarded funds thereunder; and

WHEREAS, the County acts as the applicant/fiscal agent for the joint funds for purposes of the aforementioned grant; and

WHEREAS, the City acts as the subrecipient for purposes of said grant; and

WHEREAS, in order to comply with the terms of the grant, certain additional agreements are required to provide reasonable assurance that the Federal award compliance requirements are met.

NOW, THEREFORE, the County and City agree as follows:

1. The City, consistent with its current external auditing practices, agrees to subject expenditures under the Justice Assistance Grant Program Award, Award #2020-DJ-BX-0524, to audit protocols as dictated by the Compliance Supplement, a copy of which is attached hereto and incorporated herein by reference.
2. The City agrees to provide County with information reasonably requested to comply with the "subrecipient monitoring" requirements of the federal grant Compliance Supplement, a copy of which are attached hereto and incorporated herein by reference.
3. The City will provide the County a report based upon its audit relating to the expenditures of the funds it receives under the Intergovernmental Cooperative Agreement between the City and the County relating to the Justice Assistance Grant Program Award for Fiscal Year 2020.
4. The City agrees to comply with all provisions and requirements as set out by the Department of Justice in connection with the award of the subject grant. To the extent that the City's expenditures of the grant are questioned by the Department of

M. SUBRECIPIENT MONITORING

Note: Transfers of Federal awards to another component of the same auditee do not constitute a subrecipient or vendor relationship for purposes of the 2 CFR part 200, subpart F.

Compliance Requirements

A pass-through entity is responsible for:

- *Determining Subrecipient Eligibility* – In addition to any programmatic eligibility criteria under E, “Eligibility for Subrecipients,” determining whether an applicant for a subaward has provided a Dun and Bradstreet Data Universal Numbering System (DUNS) number as part of its subaward application or, if not, before award (2 CFR section 25.110 and Appendix A to 2 CFR part 25).
- *System for Award Management (previously Central Contractor Registration) – For ARRA subawards, ensuring that the subrecipient maintains a current registration in the System for Award Management (SAM) (<http://sam.gov>) at all times during which it has an active subaward(s) funded with ARRA funds (2 CFR section 176.50(c)).*
- *Award Identification* – At the time of the subaward, identifying to the subrecipient the Federal award information (i.e., CFDA title and number; award name and number; if the award is research and development; and name of Federal awarding agency) and applicable compliance requirements. **For ARRA subawards, identifying to the subrecipient the amount of ARRA funds provided by the subaward.**
- *During-the-Award Monitoring* – Monitoring the subrecipient’s use of Federal awards through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.
- *Subrecipient Audits* – (1) Ensuring that subrecipients expending \$750,000 or more in Federal awards during the subrecipient’s fiscal year for fiscal years beginning on or after December 26, 2014 have met the audit requirements of 2 CFR part 200, subpart F and that the required audits are completed within 9 months of the end of the subrecipient’s audit period; (2) issuing a management decision on audit findings within 6 months after receipt of the subrecipient’s audit report; and (3) ensuring that the subrecipient takes timely and appropriate corrective action on all audit findings. In cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity shall take appropriate action using sanctions.

Ensuring Accountability of For-Profit Subrecipients – Awards also may be passed through to for-profit entities. For-profit subrecipients are accountable to the pass-through entity for the use of Federal funds provided. Because for-profit subrecipients are not subject to the audit requirements of 2 CFR part 200, subpart F, pass-through entities are responsible for establishing requirements, as needed, to ensure for-profit subrecipient accountability for the use of funds.

- *Pass-Through Entity Impact* – Evaluating the impact of subrecipient activities on the pass-through entity's ability to comply with applicable Federal regulations.

During-the-Award Monitoring

Following are examples of factors that may affect the nature, timing, and extent of during-the-award monitoring:

- *Program complexity* – Programs with complex compliance requirements have a higher risk of non-compliance.
- *Percentage passed through* – The larger the percentage of program awards passed through the greater the need for subrecipient monitoring.
- *Amount of awards* – Larger dollar awards are of greater risk.
- *Subrecipient risk* – Subrecipients may be evaluated as higher risk or lower risk to determine the need for closer monitoring. Generally, new subrecipients would require closer monitoring. For existing subrecipients, based on results of during-the-award monitoring and subrecipient audits, a subrecipient may warrant closer monitoring (e.g., if the subrecipient has (1) a history of non-compliance as either a recipient or subrecipient, (2) new personnel, or (3) new or substantially changed systems). Evaluation of subrecipient risk also may take into consideration the extent of Federal monitoring of subrecipient entities that also are recipients of prime Federal awards.

Monitoring activities normally occur throughout the year and may take various forms, such as:

- *Reporting* – Reviewing financial and performance reports submitted by the subrecipient.
- *Site Visits* – Performing site visits at the subrecipient to review financial and programmatic records and observe operations.
- *Regular Contact* – Regular contacts with subrecipients and appropriate inquiries concerning program activities.

Agreed-upon procedures engagements

A pass-through entity may arrange for agreed-upon procedures engagements for certain aspects of subrecipient activities, such as eligibility determinations. Since the pass-through entity determines the procedures to be used and compliance areas to be tested, these agreed-upon procedures engagements enable the pass-through entity to target the coverage to areas of greatest risk. The costs of agreed-upon procedures engagements is an allowable cost to the pass-through entity if the agreed-upon procedures are performed for subrecipients below the 2 CFR part 200 threshold for audit (currently at \$750,000 for fiscal years beginning on or after December 26, 2014) for the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and reporting (2 CFR section 200.425(c)).

Source of Governing Requirements

The requirements for subrecipient monitoring are contained in 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)); 2 CFR sections 200.505, 200.521, and 200.331; A-102 Common Rule (§ __.37 and § __.40(a)); OMB Circular A-110 (2 CFR section 215.51(a)); program legislation; **2 CFR section 176.50(c)**; 2 CFR parts 25 and 170; 48 CFR parts 4, 42, and 52; Federal awarding agency regulations; and the terms and conditions of the award

Audit Objectives

1. Obtain an understanding of internal control, assess risk, and test internal control as required by 2 CFR section 200.514(c).
2. For non-ARRA first-tier subawards made on or after October 1, 2010, determine whether the pass-through entity had the subrecipient provide a valid DUNS number before issuing the subaward.
3. Determine whether the pass-through entity properly identified Federal award information and compliance requirements to the subrecipient, **including requirements related to ARRA first-tier subawards, e.g., SAM registration (see N, Special Tests and Provisions in this Part)**, and approved only allowable activities in the subaward documents.
4. **For ARRA first-tier subawards, determine whether the pass-through entity assessed subrecipient compliance with the continuing requirement to maintain a current SAM registration. .**
5. Determine whether the pass-through entity monitored subrecipient activities to provide reasonable assurance that the subrecipient administers Federal awards in compliance with Federal requirements and achieves performance goals.

6. Determine whether the pass-through entity ensured required audits are performed, issued a management decision on audit findings within 6 months after receipt of the subrecipient's audit report, and ensured that the subrecipient took timely and appropriate corrective action on all audit findings.
7. Determine whether in cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity took appropriate action using sanctions.
8. Determine whether the pass-through entity evaluated the impact of subrecipient activities on the pass-through entity.
9. Determine whether the pass-through entity identified in the SEFA the total amount provided to subrecipients from each Federal program.
10. If for-profit subawards are material, determine the adequacy of the pass-through entity's monitoring procedures for those subawards.

Suggested Audit Procedures – Internal Control

1. Perform procedures to obtain an understanding of internal control sufficient to plan the audit to support a low assessed level of control risk for the program.
2. Plan the testing of internal control to support a low assessed level of control risk for subrecipient monitoring and perform the testing of internal control as planned. If internal control over some or all of the compliance requirements is likely to be ineffective, see the alternative procedures in 2 CFR section 200.514(c)(4), including assessing the control risk at the maximum and considering whether additional compliance tests and reporting are required because of ineffective internal control.
3. Consider the results of the testing of internal control in assessing the risk of noncompliance. Use this as the basis for determining the nature, timing, and extent (e.g., number of transactions to be selected) of substantive tests of compliance.

Suggested Audit Procedures – Compliance

(**Note:** The auditor may consider coordinating the tests related to subrecipients performed as part of C, "Cash Management" (tests of cash reporting submitted by subrecipients), E, "Eligibility" (tests that subawards were made only to eligible subrecipients), and I, "Procurement and Suspension and Debarment" (tests of ensuring that a subrecipient is not suspended or debarred) with the testing of "Subrecipient Monitoring.")

1. Gain an understanding of the pass-through entity's subrecipient procedures through a review of the pass-through entity's subrecipient monitoring policies and procedures (e.g., annual monitoring plan) and discussions with staff. This should include an understanding of the scope, frequency, and timeliness of monitoring activities and the number, size, and complexity of awards to subrecipients, including, as applicable, subawards to for-profit entities.

2. Test the pass-through entity's subaward review and approval documents for first-tier subawards to ascertain if the pass-through entity obtained DUNS numbers from non-ARRA subrecipients prior to issuance of the subaward.
3. Test subaward documents and agreements to ascertain if (a) at the time of subaward the pass-through entity made subrecipients aware of the award information (i.e., CFDA title and number; award name and number; if the award is research and development; and name of Federal awarding agency) and requirements imposed by laws, regulations, and the provisions of contract or grant agreements; (b) included for first-tier subrecipients the requirements for SAM registration, including maintaining a current SAM registration during the life of the subaward(s); and (c) the activities approved in the subaward documents were allowable. **(See R2 under N, Special Tests and Provisions, for additional discussion of requirements for subawards with expenditures of ARRA awards.)**
4. Review the pass-through entity's documentation of during-the-subaward monitoring to ascertain if the pass-through entity's monitoring provided reasonable assurance that subrecipients used Federal awards for authorized purposes, complied with laws, regulations, and the provisions of contracts and grant agreements, and achieved performance goals.
5. Review the pass-through entity's follow-up procedures to determine whether corrective action was implemented on deficiencies noted in during-the-subaward monitoring.
6. Verify that the pass-through entity:
 - a. Ensured that the required subrecipient audits were completed.
 - b. Issued management decisions on audit findings within 6 months after receipt of the subrecipient's audit report.
 - c. Ensured that subrecipients took appropriate and timely corrective action on all audit findings.
7. Verify that in cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity took appropriate action using sanctions.
8. Verify that the effects of subrecipient noncompliance are properly reflected in the pass-through entity's records.
9. Verify that the pass-through entity monitored the activities of subrecipients not subject to 2 CFR part 200, subpart F, including for-profit entities, using techniques such as those discussed in the "Compliance Requirements" provisions of this section with the exception that these subrecipients are not required to have audits under 2 CFR part 200, subpart F. Review the pass-through entity's follow-up procedures to determine whether corrective action was implemented on deficiencies noted during-the-subaward monitoring.

10. Determine if the pass-through entity has procedures that allow it to identify the total amount provided to subrecipients from each Federal program.

Justice or its designee and amounts are determined to be disallowed or required to be paid back to the Department of Justice, the City will make said payment consistent with the requirements of the Department of Justice.

5. The parties will cooperate with each other to furnish any and all documentation required to comply with the requirements of the subject grant.

6. This agreement relates to FY2020 Justice Assistance Grant Program Award #2020-DJ-BX-0524, CFDA #16.738.

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

COUNTY OF BOONE

By its County Commission

By:



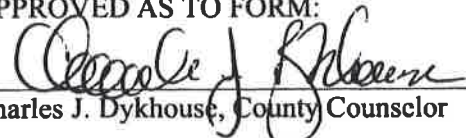
Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, Clerk of the County Commission

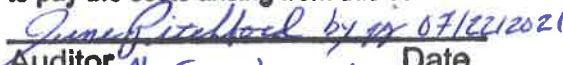
APPROVED AS TO FORM:



Charles J. Dykhouse, County Counselor

CERTIFICATION:

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



Auditor *No Encumbrance Required* Date *07/12/2021*

CITY OF COLUMBIA

By:

DocuSigned by:



John Glascock, City Manager 

ATTEST:

DocuSigned by:


Sheila Amin, City Clerk

APPROVED AS TO FORM: *W*

DocuSigned by:


Nancy Thompson, City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

3rd

day of August

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve FY2021 Edward Byrne Memorial Justice Assistance Grant Application.

Done this 3rd day of August 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

314-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

3rd

day of August

20 21

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 GIS Data License Agreement between The City of Columbia and The County of Boone.

Done this 3rd day of August 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

GIS DATA LICENSE AGREEMENT

This Agreement dated the 3rd day of August 2021, is made by Boone County, herein Licensee. If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files, which are the subject matter of this Agreement. Payment may be required for the data, and will be recorded in an attached document to this Agreement.

In consideration of the grant by the Information Tech. Department of the City of Columbia, Missouri (herein sometimes referred to as "Licensor") of rights of use concerning specified GIS files of the City of Columbia, Missouri, to which the Agreement is applicable and which are now in existence or hereafter developed and as further defined and described in the License Agreement, the undersigned Licensee hereby agrees to accept and use such GIS files subject to and under the following terms and conditions:

1. The term "GIS files" used in this Agreement means all computer generated digitized files developed, retained, and as may be developed by the Information Tech. Department of the City of Columbia, Missouri in the future as a part of its geographic information systems, regardless of format, developed in cooperation with Boone County, Missouri or Boone Electric Cooperative and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that the City of Columbia, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter develop and that such GIS files are the proprietary, intellectual property of Licensor.
2. The undersigned Licensee hereby agrees to use such GIS files solely for purposes connected with its personal or business functions and the operations of the undersigned Licensee and for no other purposes. Subject to the terms and conditions of the Agreement, Licensor hereby grants Licensee a non-exclusive, non-assignable License to use the GIS files as identified in the body of this License Agreement or attached itemization provided to the Licensee by the Licensor, for its internal use only, and not for resale, distribution, assignment, sublicense or transfer to any third party. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files. The undersigned further agrees to make any of the licensed GIS files, or any revisions, additions or modifications to them, available to the City of Columbia for purposes of inspection or reuse for governmental purposes.

The City of Columbia hereby grants the undersigned their request and right to use this requested data (*to be completed by requestor*): Bus Routes, Bus Stops, and Community Features in Esri geodatabase format

_____ for the purpose of (*to be completed by requestor*):

_____. Upon completion of the project, results and products of the work will will not (*requestor to check one*) be shared with the City. This License Agreement shall expire upon the completion of the above task.

3. The undersigned Licensee agrees not to distribute the GIS files, whether in present format or in any other further-developed format, or transfer them to any person or entity of any type without the consent of Licensor. The undersigned further agrees not to permit any person

within its employ, or agent or contractor, or other person, to use, reuse or distribute the GIS files provided hereunder for any purpose except as authorized by this Licensee Agreement without the written consent of the Information Tech. Department of the City of Columbia, Missouri.

4. The Licensee accepts the GIS files from the Information Tech. Department of the City of Columbia, Missouri now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS files in the condition given. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. Licensor expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of Licensee) arising out of this Agreement or use of the licensed materials. In no event shall Licensor's liability exceed the total amount paid by the Licensee for the use of the GIS files provided under this License Agreement. The Licensee further covenants that it releases and discharges the City of Columbia, Missouri, and/or Boone County, Missouri, and/or Boone Electric Cooperative (the group sometimes referred to as the Boone Consortium), or their officers, employees, or agents for any use made of them by the undersigned Licensee.
5. Notwithstanding the provisions of Paragraph 6 below, the undersigned further acknowledges and agrees that the license for use hereby granted is revisable, modifiable and revocable upon order of the Information Tech. Department of the City of Columbia, Missouri.
6. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to Licensor. Upon breach of any obligation under this License by Licensee, Licensor may terminate this license upon thirty days written notice to Licensee. Licensee may cure the breach before the effective date of termination. Within thirty days of any termination, Licensee shall certify in writing that Licensor that all copies of the Licensed Materials have been destroyed or returned to Licensor.

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written

Signed:


By: Daniel K. Atwill Presiding Commissioner
(Print Name, Title, and Company Name)

AUTHORIZATION- The City of Columbia, Missouri hereby authorizes the above License Agreement effective the day and year first above written

City of Columbia
Information Tech. Department

By: Dan Rose, GIS Manager
(Type Name and Title)

315-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

3rd

day of August

20 21

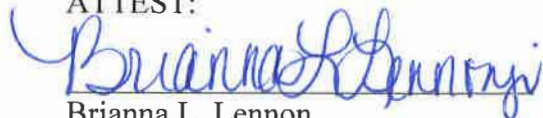
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Contract 23-15JUL21- Solid Block Asphalt Sealant – Term & Supply which opened on July 15, 2021. One (1) bid was received. Road & Bridge recommends award by low bid to Crafcoc, Inc.

This is a term and supply contract and will be paid from Department 2040 – Road & Bridge – Road Maintenance, Account 26300 – Material and Chemical Supply.

Done this 3rd day of August 2021.

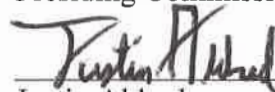
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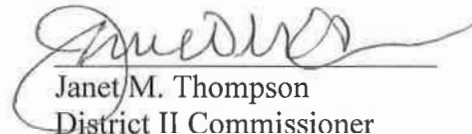
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: August 3, 2021
RE: 23-15JUL21- Solid Block Asphalt Sealant – Term & Supply

23-15JUL21- Solid Block Asphalt Sealant – Term & Supply opened on July 15, 2021.
One (1) bid was received. Road & Bridge recommends award by low bid to Crafc0, Inc.

This is a term and supply contract and will be paid from department 2040 – Road & Bridge – Road Maintenance, account 26300 – Material and Chemical Supply.

att: Bid Tab

cc: Greg Edington, Road & Bridge

Bid File

**PURCHASE AGREEMENT
FOR
SOLID BLOCK ASPHALT SEALANT - TERM AND SUPPLY**

THIS AGREEMENT dated the 3rd day of August 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crafco, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Solid Block Asphalt Sealant**, bid number **23-15JUL21**, any applicable addenda, and the Contractor's bid response dated **July 7, 2021** and executed by **N. Thomas Kelly** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **September 1, 2021** and continue through **February 28, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional five (5) six-month periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Contractor has been selected for award for the Base and Alternate Bid:

Base Bid: RightPointe #3405 sealant or Crafco Roadsaver 221 or approved equal: **\$0.55 /lb.**

Alternate Bid: Crafco Polyflex Type 2 or approved equal: **\$0.52 /lb.**

4. Delivery - Contractor agrees to deliver the items as specified within **14 days** after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Road & Bridge Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

CRAFCO, INC

By DocuSigned by:
N. Thomas Kelly
8F822047DF4445B...

Title Vice President

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
B44B934CF8E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Linnon
County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
[Signature]
F0D08A0B184244D...
Signature

7/27/2021

Date

2040/26300 - Term/Supply

Appropriation Account

316 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

3rd

day of August

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract 27-13JUL21- Magnesium Chloride Application – Term & Supply which opened on July 13, 2021. One (1) bid was received. Road & Bridge recommends award by low bid to Scotwood Industries, Inc.

This is a Term and Supply contract and will be paid from Department 2040 – Road & Bridge – Road Maintenance, Account 26301 – Surface Stabilization Material.

Done this 3rd day of August 2021.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: August 3, 2021
RE: 27-13JUL21- Magnesium Chloride Application – Term & Supply

27-13JUL21- Magnesium Chloride Application – Term & Supply opened on July 13, 2021. One (1) bid was received. Road & Bridge recommends award by low bid to Scotwood Industries, Inc.

This is a term and supply contract and will be paid from department 2040 – Road & Bridge – Road Maintenance, account 26301 – Surface Stabilization Material.

att: Bid Tab

cc: Greg Edington, Road & Bridge

Bid File

**PURCHASE AGREEMENT
FOR
MAGNESIUM CHLORIDE APPLICATION -TERM AND SUPPLY**

THIS AGREEMENT dated the 3rd day of August 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Scotwood Industries Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Magnesium Chloride Application - Term and Supply**, bid number **27-13JUL21**, any applicable addenda, and the Contractor's bid response dated **July 9, 2021** and executed by **Jason Duffy** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall have an initial term beginning **September 1, 2021 and continuing through August 31, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified and within the time limit specified by the bid after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Road & Bridge Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

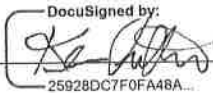
8. Termination - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

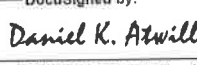
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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


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

SCOTWOOD INDUSTRIES, INC.

BOONE COUNTY, MISSOURI

By 
DocuSigned by: 25928DC7F0FA48A...
 Title Regional Sales Manager

By: Boone County Commission

DocuSigned by: 18749934CE0851EE...
 Presiding Commissioner


APPROVED AS TO FORM:

DocuSigned by: 18749934CE0851EE...
 County Counselor

ATTEST:

DocuSigned by: 18749934CE0851EE...
 County Clerk

AUDITOR CERTIFICATION

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

<u></u>	7/27/2021	2040/26301 – Term & Supply
<small>DocuSigned by: 184244D...</small>	Date	Appropriation Account

317-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 3rd day of August 20 21

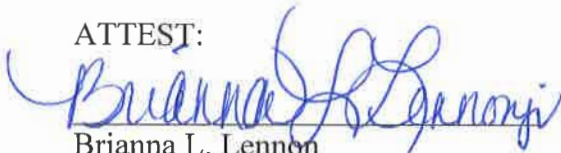
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following Board Appointment.

Kenny Mohr	Board of Equalization	New Appointment	September 1, 2021 thru August 31, 2025
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Done this 3rd day of August 2021.

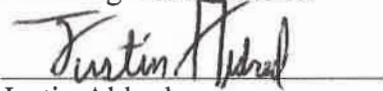
ATTEST:



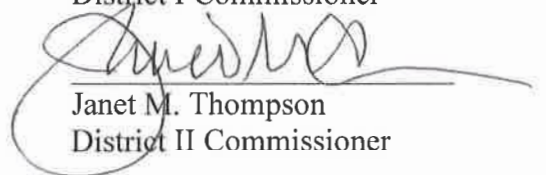
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner