

300-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20

In the County Commission of said county, on the 7th day of July 20 22  
the following, among other proceedings, were had, viz:

## BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement	)	July Session
2155 W Fenton rd.	)	July Adjourned
Columbia, MO	)	Term 2022
	)	Commission Order No. 300-5022

### FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

**NOW** on this 9<sup>th</sup> day of July 2022 the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

#### Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
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: trash, rubbish, garbage, broken furniture and appliances on the premises.
4. The location of the public nuisance is as follows 2155 W Fenton Rd, Columbia, MO, a/k/a parcel# 11-504-22-02-020.00 01, Sycamore Hills 2 Lot 27, Section 22, Township 49, Range 13 as shown by deed book 0010 page 0089, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage, broken furniture and appliances 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 24th day of June 2022 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:

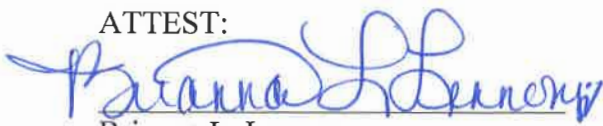
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof 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.

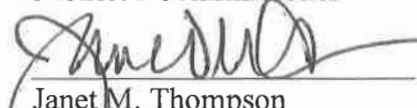
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

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

**Vicky & Ora Lee Epperson**

**2155 W Fenton Rd**

**Health Department Nuisance Notice- Timeline**

- 4/19/22:** Citizen complaint received
- 4/19/22:** Initial inspection conducted
- 4/20/22:** Notice of violation sent to owner, return receipt requested
- 5/18/22:** Additional citizen complaint received on property
- 5/20/22:** Notice of violation unable to be delivered to owner, returned to Health Dept on 5/20/22
- 6/1/22:** Notice of violation posted in Missourian
- 6/16/22:** Reinspection conducted- violation not abated- photographs taken ~2:20pm
- 6/25/22:** Hearing notice sent



Photographs taken 6/16/22 ~ 3:20pm

2155 W Fenton rd

Junk, trash, rubbish, old appliances, and furniture

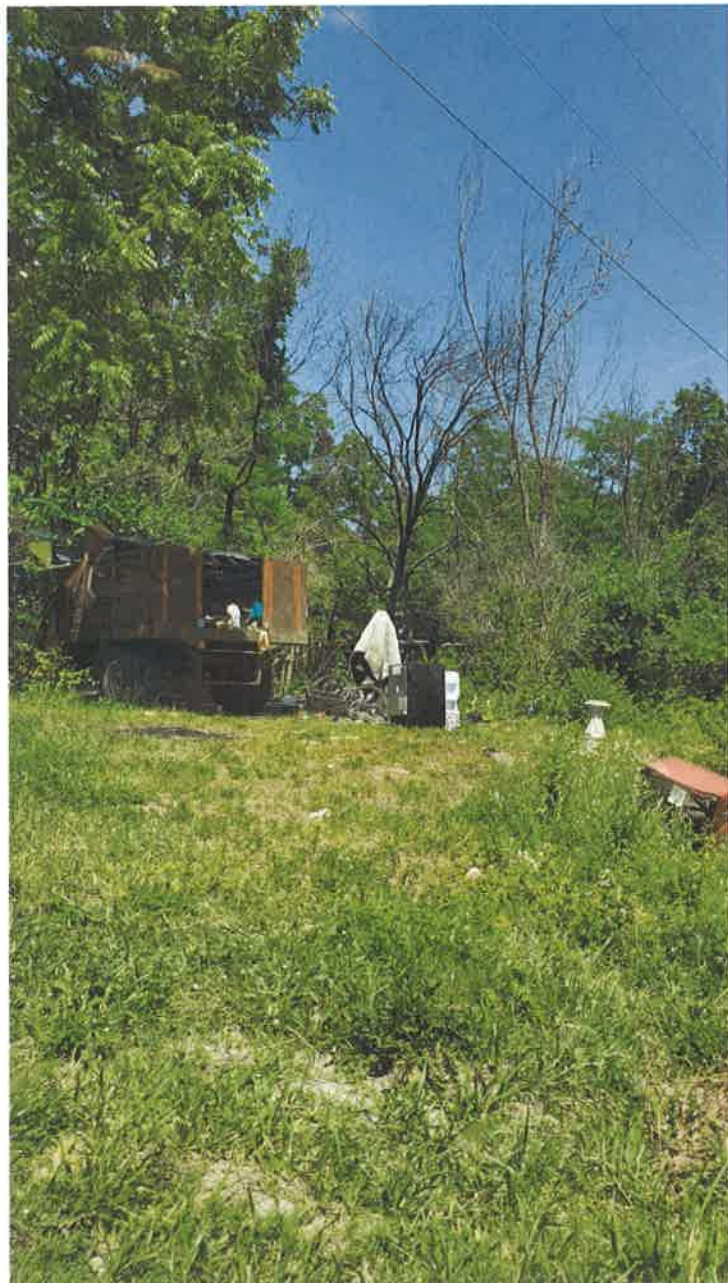




Photographs taken 6/16/22 ~ 2:20pm

2155 W Fenton rd

Junk, trash, rubbish, old appliances and furniture

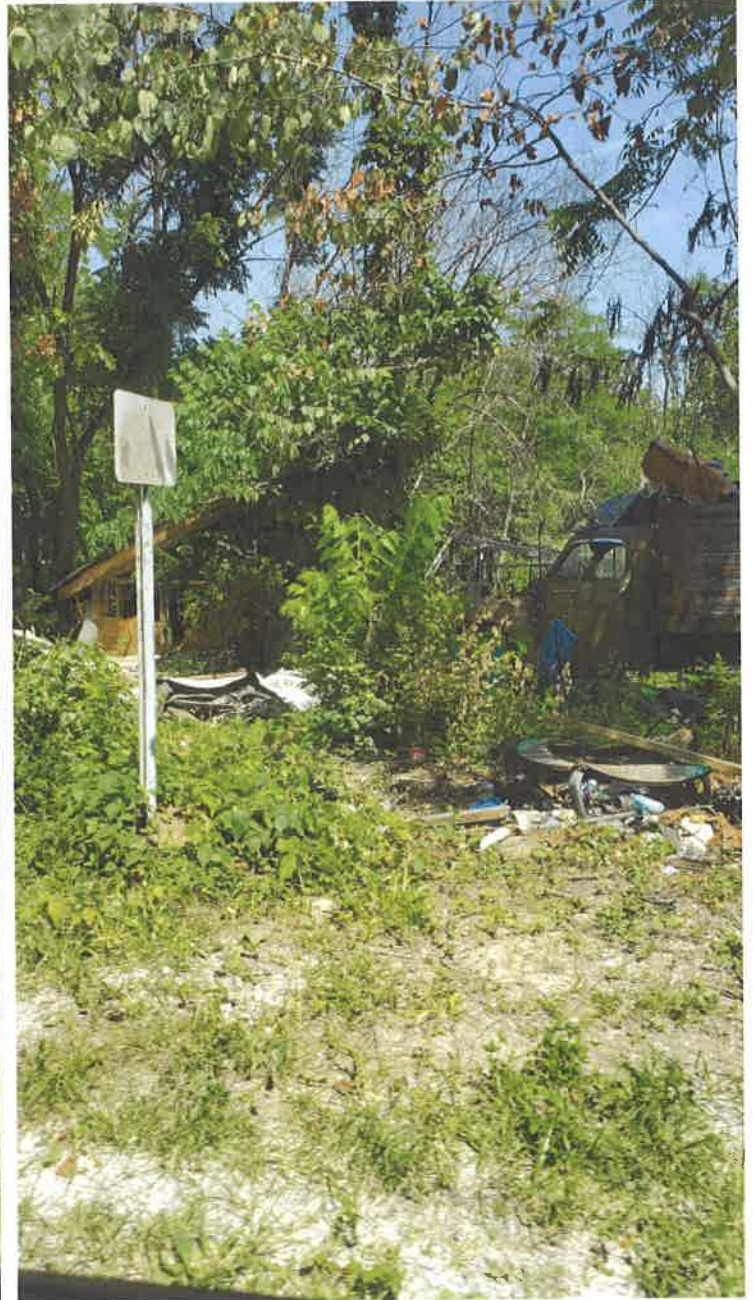




Photographs taken 6/16/22 ~ 2:20pm

2155 W Fenton rd

Junk, trash, rubbish

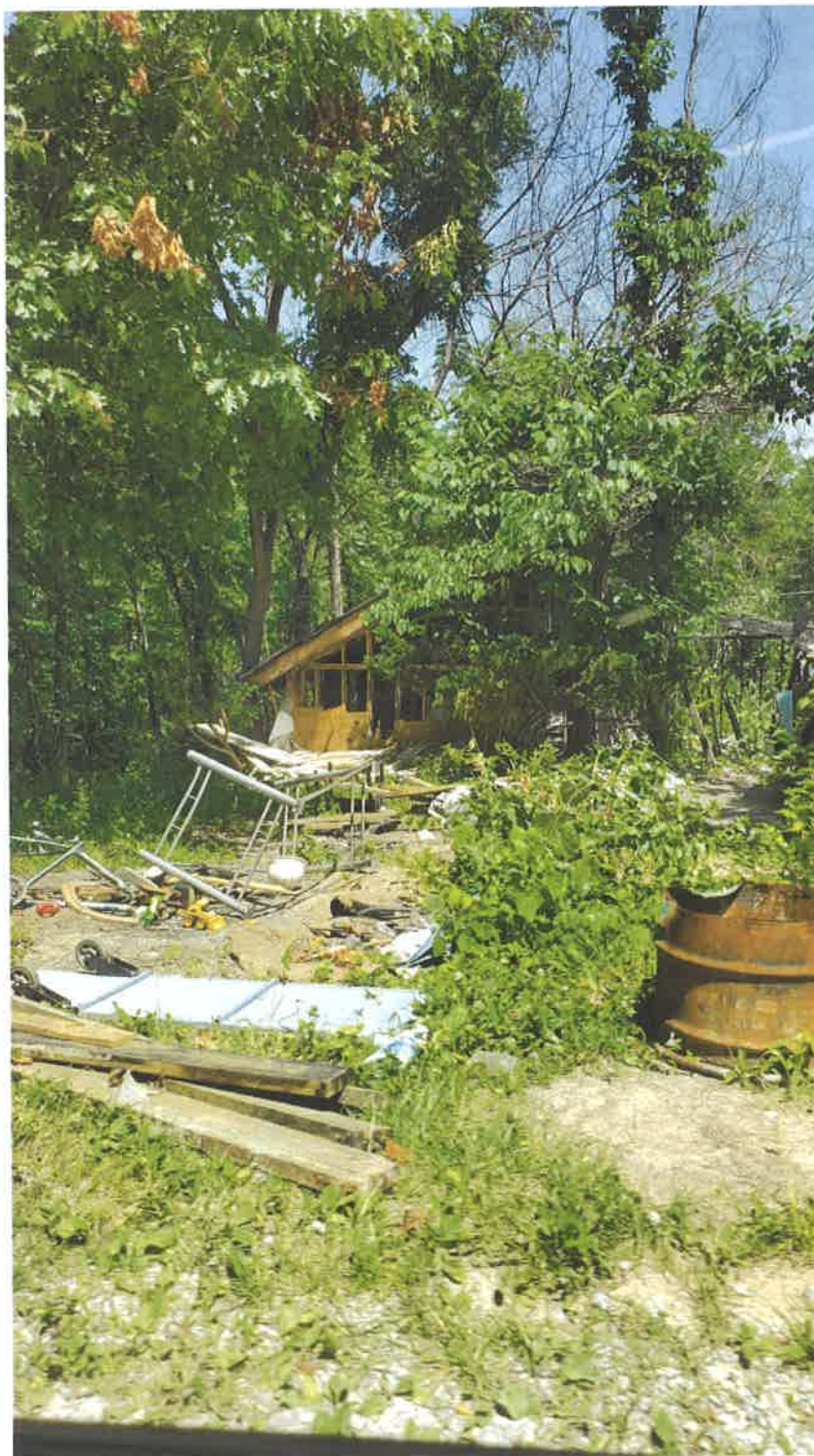




Photographs taken 6/16/22 ~ 2:20pm

2155 W Fenton rd

Junk, trash, rubbish





# Kenny Mohr Assessor

**Parcel** 11-504-22-02-020.00 01

**Property Location** 2155 W FENTON RD

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

**Owner** EPPERSON VICKY & ORA LEE EPPERSON

**Subdivision Plat Book/Page** 0010 0089

**Address** 613 PARIS CT

**Section/Township/Range** 22 49 13

**Care Of**

**Legal Description** SYCAMORE HILLS 2

**City, State, Zip** COLUMBIA, MO 65201 - 5623

LOT 27

**Lot Size** 260.60 x 134.00

**Irregular Shape** Y

**Deeded Acreage** .00

**Calculated Acreage** .00

**Deed Book/Page** 1256 0511 0728 0778

## Effective Date of Value 1/1/2022

### CURRENT APPRAISED

Type	Total
RESIDENTIAL	7,100
<b>Totals</b>	<b>7,100</b>

### CURRENT ASSESSED

Type	Total
RESIDENTIAL	1,349
<b>Totals</b>	<b>1,349</b>

### PROPERTY DESCRIPTION

Basement 0	Attic 0
Bedrooms 0	Main Area 0
Full Bath 0	Finished Basement Area 0
Half Bath 0	
<b>Total Rooms 0</b>	<b>Total Square Feet 0</b>

## Boone County Assessor

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

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

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

**Mapping** (573) 886-4262  
**Personal Property** (573) 886-4250  
**Real Estate** (573) 886-4265

# Boone County, Missouri

779

State of Missouri Deed of Trust

PLA Case No.

## Unofficial Document

This Deed of Trust, made and entered into this 23RD day of JUNE, 19 89, by and between VICKY KPPERSON, A SINGLE PERSON

of the COUNTY of BOONE and State of Missouri, part y of the first part, hereinafter referred to as Borrower, and KENNETH ENGELBRECHT, GERALD D. MGBETH, & ALBERT L. TANGORA, WITH POWER IN ANY ONE OR MORE OF THEM TO EXECUTE THE PROVISIONS OF THIS TRUST. part les of the second part, hereinafter referred to as Trustee, and PARK & HONES SAVINGS ASSOCIATION, party of the third part.

Witnesseth, that the Borrower in consideration of the debt and trust hereinafter described and created, and the sum of One Dollar (\$1), to him in hand paid by the Trustee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm, unto the Trustee, forever, all of the following described real estate, situated lying and being in the COUNTY of BOONE and State of Missouri, to wit:

Lot 27 of Sycamore Hills Subdivision Part 2 as recorded in Plat Book 10, Page 89, of Boone County, Missouri Records.

Also all disappearing beds, mechanical refrigeration units, equipment for heating, lighting and cooking, mirrors, doors, and window shades, and such personal property as is furnished by a landlord in renting or operating an unfurnished building similar to the building erected upon said premises and now or hereafter installed therein by the Borrower, which shall be deemed by the parties hereto and all parties claiming by, through or under them, an accession to the freehold and a part of the realty encumbered by this lien.

Together With All rights, privileges, easements and appurtenances thereto attaching or belonging and the rents, issues and profits thereof, and all buildings, fixtures, and improvements now erected or hereafter to be erected upon said premises.

To Have and To Hold the above-described premises, together with all improvements, rights, privileges and appurtenances thereto belonging, or in any way appertaining, unto the said Trustee, forever, and possession of said premises is now delivered unto the Trustee, in trust, however for the following purposes:

Whereas, the Borrower on the 23RD day of JUNE, 19 89, borrowed from the party of the third part the sum of THIRTY THREE THOUSAND TWENTY FIVE AND NO/100 Dollars (\$ 33,025.00

for which sum the Borrower has executed and delivered to the party of the third part his promissory note of even date, bearing interest at the rate of EIGHT & ONE HALF per centum ( 8.50 %) per annum on the unpaid balance until paid, and payable as follows: in monthly installments of TWO HUNDRED FIFTY THREE AND 96/100

Dollars (\$ 253.94 commencing on the first day of AUGUST, 19 89, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JULY, 20 19.

This form is used with security deeds insured under the one-to-four family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (c)) in accordance with the regulations for these programs. Previous Editions Are Obsolete

HUD-62129-61.1 (11-88 Edition) 84 CFR 203.17(c)

Filed for record on June 23 19 89 at 2:53 clock P in Boone Co. Mo. Document No. 8468 recorded in Book 119 page 719 Barbus Johnson, Recorder of Deeds

# Nora Dietzel, Recorder of Deeds

And Whereas the Borrower covenants with the party of the third part as follows

Unofficial Document

1. That the Borrower will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the time and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

2. That, in order more fully to protect the security of this Deed of Trust, the Borrower will pay to the party of the third part, together with and in addition to the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises covered by this Deed of Trust plus taxes and assessments next due on the premises covered hereby (all as estimated by the party of the third part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the party of the third part in trust to pay said ground rents, premiums, taxes, and special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph, and all payments to be made under the note secured hereby, shall be added together, and the aggregate amount thereof shall be paid by the Borrower each month in a single payment to be applied by the Party of the third part to the following items in the order set forth.

(I) ground rents, taxes, special assessments, fire and other hazard insurance premiums,

(II) interest on the note secured hereby;

(III) amortization of the principal of said note; and

(IV) late charges.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Borrower prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Borrower also agrees that he will pay a late charge of four cents (4¢) for each dollar for each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling any delinquent payments

3. If the total of the payments made by the Borrower under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the party of the third part for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Borrower shall be credited on subsequent payments to be made by the Borrower, or refunded to the Borrower. If, however, the monthly payments made by the Borrower under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, or insurance premiums when the same shall become due and payable, then the Borrower shall pay to the party of the third part any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes and assessments, or insurance premiums shall be due. If at any time the Borrower shall tender to the party of the third part, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness in accordance with the terms thereof, the said party of the third part shall, in computing the amount of such indebtedness, credit to the account of the Borrower any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust

resulting in a public sale of the premises hereinabove, or if the party of the third part, because of the party of the third part after default, the party of the third part shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note

4. That the Borrower will pay all ground rents, taxes, assessments, water rents, and other governmental or municipal charges, fines, or impositions, for which provision has not been made heretofore, and in default thereof the party of the third part may pay the same, and that he will promptly deliver the official receipts therefor to the said party of the third part.

5. That the Borrower has a good title in fee simple to said real estate free and clear of all encumbrances except as herein specifically recited and will warrant and defend the same against all lawful claims and mechanics' or other liens of all persons, whomsoever, and has the right to execute this instrument and will execute such further assurance thereon as may be required by the party of the third part and will bear the expense of recording this instrument, release of all former liens and cost of title evidence and the continuation thereof when such is required by the party of the third part, which title evidences and the continuation may be kept by the party of the third part until the debt hereby secured has been fully paid.

6. That the Borrower hereby assigns to the party of the third part any and all rents on the premises herein described during default and authorizes said party of the third part, by its agent, to take possession of said premises at any time there is a default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Borrower, and to deduct from such rents all costs of collection and administration, and to apply the remainder of the same on the debt hereby secured.

7. That all advances made by party of the third part under the provisions of this Deed of Trust shall bear simple interest at the rate set forth in the note secured hereby from the date when made until paid

8. That the Borrower will not remove or permit to be removed any buildings or fences from said premises without the written consent of the party of the third part, that he will neither commit nor permit waste or trespass on or to said premises, that he will maintain the buildings and improvements thereon in good repair, and will promptly satisfy and cause to be released any mechanic's or any other liens that may hereafter be asserted against said premises

9. That if default be made in the payment of any of the installments provided for regarding ground rent, taxes, assessments, mortgage and hazard insurance, the party of the third part may pay the same and the amount of such payments with interest as set forth in the note secured hereby shall become secured hereby and be repaid by the party of the first part

10. That in the event the property conveyed by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument, the Borrower herein binds himself personally, and the party of the third part or its assigns will be entitled to a deficiency judgment

11 That the Borrower will keep the improvements now existing



# Boone County, Missouri

## Unofficial Document

### DEED OF TRUST RIDER

781

This Rider, dated this 23RD day of JUNE, 19 89, amends the Deed of Trust of even date by and between VICKY EPPERSON, A SINGLE PERSON, the Borrower(s), and KENNETH ENGELBRECHT, GERALD D. MCBETH, & ALBERT L.\*\*, the Trustee, and Farm & Home Savings Association, the Party of the Third Part, as follows

1. The word "mortgage" in Paragraph 9 is deleted
- 2 The party of the third part or its successors and assigns shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Deed of Trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the borrower, pursuant to a contract of sale executed not later than 12 months after the date on which the Deed of Trust is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the borrower, "24 months" must be substituted for "12 months.")

The undersigned has set his hand and seal the day and year first aforesaid.

  
Borrower

VICKY EPPERSON

Borrower

\*\*TANGORA, WITH POWER IN ANY ONE OR MORE OF THEM TO EXECUTE THE PROVISIONS OF THIS TRUST.

Missouri Form 1011 rev 3-89

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

MHDC - 2/89

## Unofficial Document 782

### EXHIBIT B

#### ADDENDUM TO MORTGAGE FHA INSURED (OR VA GUARANTEED) HOME MORTGAGE

These Addendum are made this 23rd day of JUNE, 1989, and are incorporated into and shall be deemed to amend and supplement a Deed of Trust, dated of even date herewith given by the undersigned (herein "Mortgagor") to secure Mortgagor's Note to FARM & HOME SAVINGS ASSOCIATION (herein "Beneficiary") and covering the Property described in the Deed of Trust and located at 2150 FENTON RD COLUMBIA, MO 65202. (Property Address)

The Lender may declare all sums secured by this mortgage to be immediately due and payable if:

- (a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee;
  - (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143(c) and 143(i)(2) of the Internal Revenue Code; or
  - (ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and 143(i)(2) of the Internal Revenue Code; or
  - (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price, all as provided in Sections 143(e) and 143(i)(2) of the Internal Revenue Code;
  - (iv) who has a Family Income in excess of the Maximum Family Income established by the Missouri Housing Development Commission under its applicable regulations or program guidelines in effect on the date of the sale or transfer; or
- (b) Mortgagor fails to occupy the property described in the mortgage without Lender's prior written consent; or
- (c) Mortgagor omits or misrepresents a material fact in an application for this mortgage or any documents executed in connection with this mortgage.

References are to the Internal Revenue Code of 1986, as amended, in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

IN WITNESS WHEREOF, Mortgagor has executed this Addendum.

Vicky Epperson  
Mortgagor  
VICKY EPPERSON

\_\_\_\_\_  
Mortgagor

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

733

or hereafter erected on the premises, insured as may be required from time to time by the party of the third part against loss by fire and other hazards, perils and contingencies, in such amounts and for such periods as may be required by the party of the third part and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by party of the third part and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the party of the third part. In event of loss the Borrower will give immediate notice by mail to the party of the third part, who may make proof of loss if not made promptly by him, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the party of the third part instead of to the Borrower and the party of the third part jointly, and the insurance proceeds, or any part thereof, may be applied by the party of the third part at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee.

cause to be paid unto the party of the third part, the promissory note above mentioned, according to the tenor thereof, and shall well and truly keep and perform all and singular and several the covenants and agreements hereinbefore set forth, then these covenants as well as the lease hereinafter set forth shall cease and be void, and the property hereinbefore conveyed shall be released, at the cost of the Borrower, but if default be made in the payment of said note hereset provided, or in the fulfillment of the several covenants and agreements hereinbefore set forth, or any of them, then the whole of said note and interest thereon to date of foreclosure shall become due and payable and this deed shall remain in force; and said Trustee or his successor as hereinafter provided for, at the request of the legal holder of the aforesaid note, may proceed to sell the property hereinbefore conveyed, or

any part thereof, at public vendue at the SOUTH front door of the Court House in the CITY of COLUMBIA in the County of BOONE and State of Missouri,

to the highest bidder for cash, first giving (twenty) days notice of the time, terms and place of sale and of the property pursuant to and in conformity with state law, and shall have power successively to remove the above-mentioned Trustee or and successor Trustee, and to appoint in writing (acknowledged and recorded), a successor to such Trustee, which successor shall succeed to the title and all of the rights and powers of the original Trustee. Said Trustee shall receive the proceeds of such sale, out of which he shall pay, first, the cost and expense of executing this Trust, including lawful compensation to the Trustee for his services as provided by statute, and Next, he shall repay any money advanced for taxes, insurance, or other advances or charges as above provided, and Next, the amount unpaid on said note together with the interest accrued thereon and all overdue payments and charges provided for herein and the remainder, if any, shall be paid to said Borrower; Provided However, that nothing in this instrument shall be so construed as to prevent the legal holder of said note taking every legal step and means to enforce the payment of said indebtedness by court proceedings.

12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the party of the first part to the party of the third part and shall be paid forthwith to the party of the third part to be applied by it on account of the indebtedness secured hereby, whether due or not.

13. The Borrower further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 days' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the third part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the party of the third part or the holder of the note when the ineligibility for insurance under the National Housing Act is due to the third party's or holder's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

The Trustee hereby lets said premises to the Borrower until this instrument is satisfied and released or until default be made under the provisions hereof, upon the following terms. The Borrower, and every and all persons claiming or possessing such premises or any part thereof by, through or under him, shall pay rent therefor during said term at one cent per month, payable on demand, and shall and will surrender peaceable possession of said premises and every part thereof to said Trustee upon default or to the purchaser thereof at foreclosure sale, without notice or demand therefor.

And the said Trustee covenants faithfully to perform and fulfill the trusts created, being liable, however, only for willful negligence or misconduct.

Now Therefore, if the Borrower shall well and truly pay, or

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

In Witness Whereof, the Borrower has hereunto set HER hand the day and year above written.

*Vicky Epperson*  
VICKY EPPERSON

\_\_\_\_\_  
Trustee

Nora Dietzel, Recorder of Deeds



# Boone County, Missouri

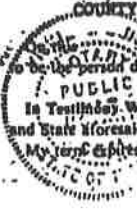
## Unofficial Document 784

State of Missouri,

COUNTY of BOONE

day of JUNE, 19 89, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that VICKY EPPERSON, ASP executed the same as HER free act and deed. In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the COUNTY and State aforesaid, the day and year first above written.

My term expires 4/25/92



*Vickie L. Burks*  
Notary Public in and for said State and County  
VICKIE L. BURKS

State of Missouri,

of } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me appeared to me personally known, who, being by me duly sworn, did say that he is of the

of \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the \_\_\_\_\_ and State aforesaid, the day and year first above written.  
My term expires \_\_\_\_\_

Notary Public in and for said State and County

State of Missouri,

County of Boone

} ss:

Certificate of Record

I, \_\_\_\_\_, The undersigned \_\_\_\_\_, Columbia, MO  
Recorder of Deeds of Missouri, do hereby certify that the above and foregoing Deed of Trust was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ minutes P m, and has been duly recorded in book \_\_\_\_\_ at page 779.

Witness my hand and seal of said office on the day and year aforesaid.

By *Laura Cochran*  
Deputy

Bettie Johnson  
Recorder

Laura Cochran



301-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 2022

In the County Commission of said county, on the 7th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve a request for an extended employee overlap period, in excess of the ordinary "Two -Week Training Period for New Employees" as approved in Commission Order 147-2005, for position 27, Accounts Payable Coordinator. The extended overlap period is approved through September 2, 2022.

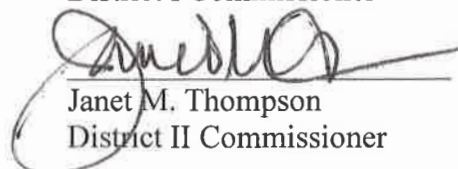
Done this 7th day of July 2022.



Daniel K. Atwill  
Presiding Commissioner

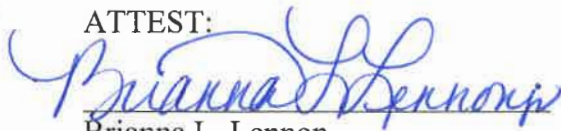


Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

302 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 202

County of Boone

In the County Commission of said county, on the

7th

day of

July

20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to transfer above the authorized transfer salary for Position 27, Accounts Payable Coordinator, Boone County Auditor's Office, and does hereby authorize an appropriation of \$20.15 an hour for said position.

Done this 7<sup>th</sup> day of July 2022.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

Daniel K. Atwill  
Presiding Commissioner

Justin Aldred  
District I Commissioner

Janet M. Thompson  
District II Commissioner



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

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

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

Name of prospective employee Jennifer Market Department Auditor (1110)

Position Title Accounts Payable Coordinator Position No. 1110 - 27

Proposed Starting Salary (complete one only) Annual: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_  
OR Hourly: \$ 20.15 % of Mid-Point 97%

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

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) See attached

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

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? None

Additional comments: \_\_\_\_\_

Administrative Authority's Signature: [Signature] Date: 7/6/2022

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

Auditor's Signature: [Signature] Date: 7/6/2022

Human Resource Director's Recommendations: Approve. There do not appear to be internal equity issue with this rate and the position is vital for operations

Human Resource Director's Signature: [Signature] Date: 7/7/22

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

Presiding Commissioner's Signature: [Signature] Date: 7/7/22

District I Commissioner's Signature: [Signature] Date: 7/7/22

District II Commissioner's Signature: [Signature] Date: 7/7/2022

Jennifer has been employed by the County for almost 8 years. During this time, she has consistently demonstrated a willingness to embrace new duties, an ability to work with others, an ability to learn new skills, and a loyal commitment to the County. Because of her tenure, her current salary is nearly equal to FHR of the new position. With this promotion, Jennifer will assume increased responsibilities for which she should receive additional compensation which would push her salary higher than the Authorized Transfer Salary and require Commission approval. I worked with Jenna to determine the proposed salary, which will be substantially below Meta's current salary (because Meta has 21+ years of tenure), so it is well within the amount currently budgeted for the position.

# Extended 8 week training period Accounts Payable Coordinator position

Prepared by: Heather Acton, Auditor's Office 7/6/2022

## Esitimated COST: 8 Weeks Accounts Payable Coordinator Range 28 @ \$20.15/hr (Requested Transfer above FHR)

Account		Budget Hours	Rate	Total Cost	BUDGET
10100	Salary & Wages	320	20.15	6,448.00	6,448
10200	FICA		0.0765	493.27	494
10300	Health Ins	2 months	1080	1,080.00	1,080
10325	Disability Ins		0.0036	23.21	24
10350	Life Ins	2 months	72	12.00	12
10375	Dental Ins	2 months	420	70.00	70
10400	Workers Comp		0.0017	10.96	11
10500	401A Match	4 pay periods	25	100.00	100
10510	CERF-Employer PD Contribution		0.02	128.96	129
<b>Total</b>				<b>8,366.41</b>	<b>8,368</b>

## Esitimated SAVINGS: Account Specialist II Estimated Vacancy (4 weeks) Range of 25 @ 17.90/hr (Actual Salary)

Account		Budget Hours	Rate	Total Cost	BUDGET
10100	Salary & Wages	160	17.90	2,864.00	2,864
10200	FICA		0.0765	219.10	220
10300	Health Ins	1 month	540	540.00	540
10325	Disability Ins		0.0036	10.31	11
10350	Life Ins	1 month	72	6.00	6
10375	Dental Ins	1 month	420	35.00	35
10400	Workers Comp		0.0017	4.87	5
10500	401A Match	2 pay periods	25	50.00	50
10510	CERF-Employer PD Contribution		0.02	57.28	58
<b>Total</b>				<b>3,786.56</b>	<b>3,789</b>

## Esitimated SAVINGS: Salary Differential between Meta and Jennifer (Sept 3 thru Dec 31)

Account		Budget Hours	Rate	Total Cost	BUDGET
10100	Salary & Wages	640	3.20	2,048.00	2,048
10200	FICA		0.0765	156.67	157
10325	Disability Ins		0.0036	7.37	8
10400	Workers Comp		0.0017	3.48	4
10510	CERF-Employer PD Contribution		0.02	40.96	41
<b>Total</b>				<b>2,256.49</b>	<b>2,258</b>

## Estimated Net Budgetary Impact

**2,321**

Auditor's Office will have available budget from Overtime appropriation to cover this additional cost.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

July Session of the July Adjourned

2022

In the County Commission of said county, on the 7th day of July 20 22


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


Now on this day the County Commission of the County of Boone does hereby approve the attached Development Agreement and Performance Bond between the County of Boone and Tanner Rave and Marty Rave, the Managers of Iuvo Constructum, LLC for the plat of Oak Hill Estates, Plat 2.

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

Done this 7<sup>th</sup> day of July 2022.

ATTEST:

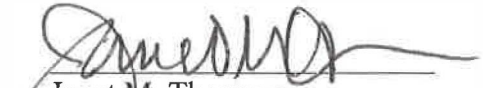
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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**OAK HILL ESTATES SUBDIVISON**  
**AMENDED DEVELOPMENT AGREEMENT**

This Amended Development Agreement (the "Amended Agreement") is effective this \_\_\_\_\_ day of April, 2022, by and between **Iuvo Constructum, LLC**, an Illinois limited liability Company authorized to conduct business in Missouri ("Developer"), and the **County of Boone**, a Missouri political subdivision, (the "County"). The Developer and County may be referred to herein as the "Parties".

WHEREAS, Developer wishes to develop certain real estate as Oak Hill Estates; and

WHEREAS, Developer intends for Oak Hill Estates to consist of 48-lot single-family-housing-unit subdivision ("Development"), but as a preliminary matter, sought to final plat only 11-residential lot, each under Boone County's zoning and subdivision regulations; and

WHEREAS, in furtherance of this development Developer has entered into an Agreement with the Boone County Regional Sewer District ("BCRSD"), a common sewer district organized and operating under the provisions of Chapter 204 RSMo, which has been recorded at Book 5389, Page 75 of Boone County Records, hereinafter referred to as the, "Wastewater Services Agreement"; and

WHEREAS, Developer filed with the County, Final Plat Oak Hill Estates, Plat No. 1 ("11-Lot Final Plat"); and

WHEREAS, in addition thereto, and in contemplation of the 11-lot single-family-housing-unit subdivision, Developer entered into a subsequent agreement with the BCRSD to allow for the potential construction of (a) eleven (11) connections to the existing Brookfield Estates Recirculating Sand Filter ("Existing Brookfield Estates WWTP"); and (b) a settling tank at the Existing Brookfield Estates WWTP, dated the 13<sup>th</sup> day of December, 2021, and known as the



Addendum to Agreement for Provision of Wastewater Collection and Treatment Services, which has been recorded at Book 5553, Page 75 of Boone County Records, and known as the "Amended Wastewater Services Agreement"; and,

WHEREAS, Developer and County entered into the Oak Hill Estates Subdivision Development Agreement, dated the 3rd day of March, 2022, which has been recorded at Book 5587, Page 173 of Boone County Records ("Development Agreement"); and,

WHEREAS, in accordance with its terms, Developer bonded for the Exhibit A Modifications, in accordance with the Development Agreement; and

WHEREAS, the County Commissioners accepted the 11-Lot Final Plat, which was recorded at Book 56, Page 7 of Boone County Records; and

WHEREAS, the Developer has now filed with the County, Final Plat of Oak Hill Estates, Plat No. 2 ("Final Plat 2"); and

WHEREAS, pursuant to paragraph 3.4 of the Wastewater Services Agreement, Developer will post a Performance Bond in the amount of one hundred percent (100%) of the reviewed and approved engineer's estimate of the total project price for the construction of a wastewater treatment facility on land already owned by BCRSD; and

WHEREAS, it is intention of the parties that said Performance Bond will be written to benefit both BCRSD and the County of Boone; and

WHEREAS, the County intends to accept said Performance Bond to secure required off-site infrastructure installations under its subdivision regulations, specifically Section 1.7.5, and the authority granted in RSMo Sec. 64.825, to facilitate the approval of Developer's final plats; and

WHEREAS, Developer understands that County will not be in a position to issue Occupancy Permits under its Building Code regulations for any of the properties subject to this agreement until the wastewater treatment installations are completed, functioning, permitted by the Missouri Department of Natural Resources ("MoDNR"), and accepted by BCRSD for operation and maintenance; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Incorporation of Agreement. The parties incorporate by reference the Wastewater Services Agreement between Developer and BCRSD that has been recorded at Book 5389, Page 75 of the Boone County Records.
2. Installation of Wastewater Infrastructure. Developer agrees to install the wastewater collection and treatment infrastructure contemplated in the Wastewater Services Agreement and will post a Performance Bond for the benefit of BCRSD and County to guarantee the installation of wastewater collection and treatment infrastructure. The Performance Bond will be in the form and amount contemplated in the Wastewater Services Agreement, and as reflected on Exhibit A.
3. Approval of final plat(s).
  - a. Developer submitted final plats in phases as follows:
    - i. The 11-Lot Final Plat connects to Route N and shows only those lots that can be connected to existing sewer infrastructure operated by BCRSD, to which BCRSD has agreed to provide temporary sewer service. BCRSD's agreement to provide said service is memorialized by the Amended Wastewater Services Agreement, which was approved by the Director of Boone County Resource Management and accepted by the Boone County Commission.
    - ii. Final Plat 2 shows the remaining lots in the Development, which will receive sewer service from the new wastewater collection and treatment infrastructure contemplated herein.
  - b. County will approve Developer's final plats which otherwise comply with all applicable rules and regulations in advance of the installation of the wastewater collection and treatment infrastructure on the basis of this Amended Development Agreement and the Performance Bond contemplated herein.
4. Occupancy Permits. Developer understand and agrees, however, that County will not issue occupancy permits under its Building Code until a permitted structure has a functioning sewer service. For purposes of this Amended Agreement, and for occupancy permit purposes in this Development, a functioning sewer service shall mean a completed, functioning, and MoDNR-permitted public collector sewer system that has been accepted by BCRSD for operation and maintenance.

## 5 General Terms.

- a. Other Laws: This Amended Agreement will not affect Developer's obligations under, or the operation of, any Boone County regulations or other law, including future changes, which will all remain in full effect.
- b. Nonappropriation: Notwithstanding any provision in this Amended Agreement, any County obligation under this Amended Development Agreement that requires County to expend funds is conditioned upon there being a sufficient, unencumbered fund balance appropriated for that purpose during the County's then-current fiscal year.
- c. Survival of Agreement upon annexation: This Amended Agreement will survive the Development's annexation by any Missouri political subdivision. In the event of an annexation of the entire Development, the Parties may, however, amend this Amended Agreement.
- d. Agreement to be recorded: This Amended Agreement and any notices relating to it will be recorded in the Records of Boone County, Missouri, will run with the land, and will be binding upon and inure to the benefit of the Parties and their successors and assigns.
- e. Authority of signatories: Each person signing this Amended Agreement on behalf of either of the Parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Amended Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.
- f. Amendments: The Parties may amend or modify this Amended Agreement only by written instrument duly executed by the Parties.
- g. Severability: If a court holds any part, term, or provision of this Amended Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Amended Agreement.
- h. Governing law: The laws of the State of Missouri shall govern this Amended Agreement, and all actions to enforce this Amended Agreement shall be filed in the Circuit Court of Boone County, Missouri.

- i. Completed agreement: All negotiations, considerations, representations, and understandings between the Parties are incorporated herein, and in the Development Agreement, as the full and complete agreements of the Parties.
- j. Notice of default: Subject to the term and termination provisions below, no party may declare a default of this Amended Agreement until it gives written notice to the other party, and the defaulting party does not cure or start to cure the default within thirty (30) days after receiving that notice. If the defaulting party has started, and diligently proceeds to cure the default, even if that cure extends beyond the above thirty (30) days, then the non-defaulting party will not bring legal action until the defaulting party fails to diligently complete that cure.
- k. Term and Termination: Each party acknowledges that the Parties will be expending resources, committing time at a substantial cost, and making obligations with third parties, all in reliance upon and in anticipation of the timely performance of this Amended Agreement by the other party to this Amended Agreement, and as such Developer agrees that the wastewater system contemplated in the Wastewater Services Agreement shall be completed no later than one (1) year from the date of recording of Final Plat 2 for this Development. If either party defaults under this Amended Agreement, the aggrieved party may pursue any remedies available under law or in equity against the defaulting party.
- l. Waiver: No waiver of any provision of this Amended Agreement will constitute a waiver of any other provision, nor constitute a continuing waiver, nor be a waiver of any subsequent default or defaults unless provided for by a written amendment to this Amended Agreement signed by the Parties.
- m. Counterparts: This Amended Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- n. No Third-Party Rights: No person or entity who or which is not a party to this Amended Agreement will have any right of action under this Amended Agreement.
- o. Immunity: Nothing contained in this Amended Agreement constitutes a waiver of the County's sovereign immunity under any applicable law.

p. Notice: Any notice, demand, request, or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

i. If to the County:

Boone County Resource Management  
Attn: Bill Florea, Director  
801 E. Walnut, Room 315  
Columbia, MO 65201

ii. If to the Developer:

Elizabeth B. Megli  
Attorney at Law  
115 W. Jefferson Street, Suite 400  
Bloomington, IL 61701

*[The Balance of this Page is Intentionally Blank. Signatures Follow.]*




IN WITNESS WHEREOF, the Parties hereby accept the terms of this Amended Development Agreement as of the date first set forth above.

**THE COUNTY OF BOONE**

By:

  
Daniel K. Atwill, Presiding Commissioner

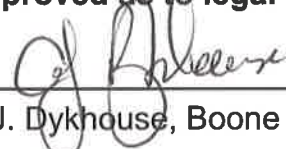
ATTEST:

  
Brianna L. Lennon, Boone County Clerk

Approved:

  
Bill Florea, County Resource Management Director

Approved as to legal form:

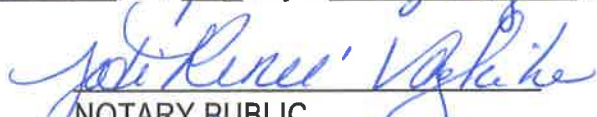
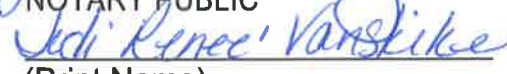
  
C.J. Dykhouse, Boone County Counselor

STATE OF MISSOURI            )  
  )ss  
COUNTY OF BOONE         )

On this 7<sup>th</sup> day of July, 2022, before me personally appeared Daniel K. Atwill, as Presiding Commissioner of the Boone County Commission, to me known to be the person described in and who executed the foregoing instrument on behalf of Boone County, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 7<sup>th</sup> day of July, 2022.

JODI RENEE VANSKIKE  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: Nov. 29, 2024  
Commission # 20980174

  
NOTARY PUBLIC  
  
(Print Name)

My Commission Expires: 11.29.2024

**DEVELOPER:**

**IUVO CONSTRUCTUM, LLC**

By:

*Tanner Rave*  
Tanner Rave, Its Manager

*Marti Rave*  
Marti Rave, Its Manager

STATE OF ILLINOIS            )  
  )ss  
COUNTY OF MCLEAN        )

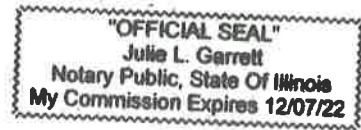
On this 14th day of April, 2022, before me personally appeared **Tanner Rave and Marti Rave, the Managers of Iuvo Constructum, LLC**, to me known to be the same persons who executed the foregoing instrument on behalf of that LLC, and acknowledged that each executed the same as his free act and deed and with authority on behalf of said LLC for the purposes herein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Bloomington, Illinois, this 14th day of April, 2022.

*Julie L. Garrett*  
NOTARY PUBLIC  
Julie L. Garrett

(PrintName)

My Commission Expires: 12-7-2022



### PERFORMANCE BOND

**CONTRACTOR (name and address):**  
Iuvo Constructum, LLC  
4908 Aspen Ridge Drive  
Columbia, MO 65202

**SURETY (name and address of principal place of business):**  
Merchants National Bonding, Inc.  
PO Box 14498  
Des Moines, IA 50306

**OWNER (name and address):**  
Boone County Regional Sewer District  
1314 N. 7<sup>th</sup> Street  
Columbia, MO 65201

AND

Boone County, Missouri  
801 E. Walnut  
Columbia, MO 6501

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: March 16, 2021

Amount: \$1,487,439.00

Description: Agreement for Provision of Wastewater Collection and Treatment Services by and between Boone County Regional Sewer District and Iuvo Constructum, LLC, recorded as Istrument #2021007967 in the Boone County Recorder of Deeds records at Book 5389, Page 75

**BOND**

Bond Number: NMO4216

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): June 17, 2022

Amount: \$1,487,439.00

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Iuvo Constructum, LLC (seal)  
Contractor's Name and Corporate Seal

Merchants National Bonding, Inc. (seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature

By: [Signature]  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

Allison Madrid  
Print Name

\_\_\_\_\_  
Title

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature

Attest: [Signature]  
Signature

\_\_\_\_\_  
Title

Account Manager  
Title

**Note: Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be

secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.



10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages

to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

### PAYMENT BOND

CONTRACTOR (name and address):

Iuvo Constructum, LLC  
4908 Aspen Ridge Drive  
Columbia, MO 65202

SURETY (name and address of principal place of business):

Merchants National Bonding, Inc.  
PO Box 14498  
Des Moines, IA 50306

OWNER (name and address):

Boone County Regional Sewer District  
1314 N. 7<sup>th</sup> Street, Columbia  
Columbia, MO 65201

#### CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 16, 2021

Amount: \$1,487,439.00

Description: Agreement for Provision of Wastewater Collection and Treatment Services by and between Boone County Regional Sewer District and Iuvo Constructum, LLC, recorded as Istrument #2021007967 in the Boone County Recorder of Deeds records at Book 5389, Page 75

#### BOND

Bond Number: NMO4216

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): June 17, 2022

Amount: \$1,487,439.00

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

#### CONTRACTOR AS PRINCIPAL

#### SURETY

Iuvo Constructum, LLC (seal)  
Contractor's Name and Corporate Seal


Merchants National Bonding, Inc. (seal)  
Surety's Name and Corporate Seal


By:   
Signature

By:   
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

Allison Madrid  
Print Name

\_\_\_\_\_  
Title  
Attest:   
Signature

Attorney-in-Fact  
Title  
Attest:   
Signature

\_\_\_\_\_  
Title

Account Manager  
Title

Note: Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allison Madrid; Darla Veltrop; Kris Copra; Louis A Landwehr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

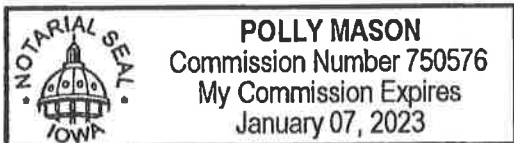


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of June, 2022.



*William Warner Jr.*  
Secretary

304 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

22m. 20

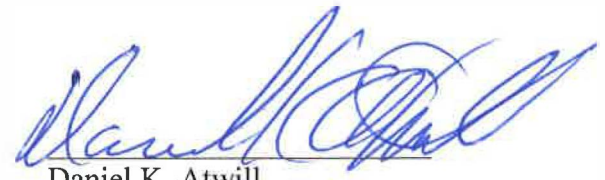
In the County Commission of said county, on the 7th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the plat of Oak Hill Estates Plat 2 located in Sections 13 and 24, Township 47 North, Range 13 West. Iuvo Constructum, LLC, owner, David Butcher, Surveyor.

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

Done this 7<sup>th</sup> day of July 2022.



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term 20


In the County Commission of said county, on the 7th day of July 20 22

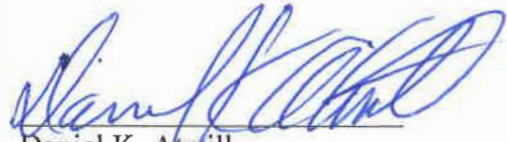
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #2 to Contract 02-25MAY16 for Detainee Commissary Goods and Services for the Boone County Jail with Summit Foodservice of Atlanta, Georgia.

Done this 7<sup>th</sup> day of July 2022.

ATTEST:

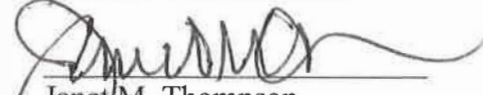
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo  
Senior Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: June 22, 2022  
RE: Amendment #2 to Contract 02-25MAY16 for Detainee Commissary Goods and Services for the Boone County Jail with Summit Foodservice, LLC

Amendment #2 to contract 02-25MAY16 with Summit Foodservice, LLC for Detainee Commissary Goods and Services for the Boone County Jail that was awarded August 17, 2017 (Commission Order 363-2017) allows for up to a 6.5% price increase that will be applied to goods available for purchase in the Jail commissary. The amendment also identifies the Finance Enterprise contract number – C000012.

Paragraph 6 of contract 02-25MAY16 allows the contractor to determine pricing for products sole in the Commissary. In the event the contractor sustains an increase in costs to stock the Commissary, the contractor may request a price increase to cover their increased costs given the Sheriff's approval. Summit has requested a 6.5% increase based on its current survey of the Food At Home Index of the Consumer Price Index for May 2022 published by the U.S. Department of Labor.

All other terms, conditions, including the commission of the original agreement as previously amended remain unchanged.

This contract generates revenue but also entails expenditure for indigent inmates. Coding for the contract will refer to these codes:

- 1255 – GF Detention Operations/3550 -Commissions
- 1255 – GF Detention Operations/23026 – Intake -Indigent Supplies: \$9,000.00

/lp

cc: Major Gary German, Sheriff's Office  
Leasa Quick, Sheriff's Office  
Contract File



Commission Order #: 305-2022

Date: 7/7/2022

**CONTRACT AMENDMENT NUMBER TWO  
FOR  
DETAINEE COMMISSARY GOODS and SERVICES for the BOONE COUNTY JAIL**

The Agreement **02-25MAY16** dated the 17<sup>th</sup> day of August 2017 made by and between Boone County, Missouri and **SUMMIT FOODSERVICE LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Commissary goods pricing may be increased up to 6.5% effective July 15, 2022 as addressed in the attached letter from Mike Cozart on behalf of the Contractor. The letter shall be incorporated into the contract and referred to as "Amendment Two – Attachment #1."
2. The Finance Enterprise contract number is C000012.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as previously amended shall remain in full force and effect.

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

**SUMMIT FOODSERVICE LLC**

**BOONE COUNTY, MISSOURI  
COMMISSION**

By: DocuSigned by:  
Martin C. Seyndea, Jr  
DBE52592D58F428...

By: Boone County Commission

Title: President and CEO

DocuSigned by:  
Daniel K. Atwill  
Residing Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
[Signature]  
County Counselor

DocuSigned by:  
[Signature]  
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.)

1255/3550: Revenue Only  
1255/23026: \$9,000.00

DocuSigned by:  
[Signature]  
Signature

6/28/2022

Date

Appropriation Account



Boone County Sheriff's Office

2121 County Drive

Columbia, MO 65202

CPT. Jenny Atwell;

With the commissary product cost escalation that Summit Food Services continues to absorb over this year, Summit is again asking for a CPI inmate commissary price increase in the amount of 6.5%. This adjustment is based on the "Food At Home Index" a component of the Consumer Price Index (May 2022 – 11.9) – Consumers (CPI-I); Food Away From Home, published by the U.S. Department of Labor (The Index) for April 2022 through May 2022.

The above-requested CPI adjustment shall be applied to the current inmate commissary menu for your facility, the new pricing shall be effective until 7/15/2022 upon mutual agreement. The referencing documentation is included in this CPI request and provided below.

This letter serves as notification of the requested CPI adjustment shall be effective on 7/15/2022.

As always, we thank you for your business and for the great partnership with Boone County Sheriff's Office developed with Summit Food Services over the past 4 years. We look forward to building on our relationship and continuing to provide your facility with the quality commissary services you have come to expect from Summit and our Team Members.

Sincerely,

*Mike Cozart*

Mike Cozart

Vice President of Commissary Services

Summit Food Services

The all-items index increased 8.6 percent for the 12 months ending May, the largest 12-month increase since the period ending December 1981. The all items less food and energy index rose 6.0 percent over the last 12 months. The energy index rose 34.6 percent over the last year, the largest 12-month increase since the period ending September 2005. The food index increased 10.1 percent for the 12-months ending May, the first increase of 10 percent or more since the period ending March 1981.

**Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average**

	Seasonally adjusted changes from preceding month							Un- adjusted 12 mos ended May 2022
	Nov. 2021	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	
All items	0.7	0.8	0.8	0.8	1.2	0.3	1.0	8.6
Food	0.8	0.5	0.9	1.0	1.0	0.9	1.2	10.1
Food at home	0.9	0.4	1.0	1.4	1.5	1.0	1.4	11.9

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

22m. 20

In the County Commission of said county, on the 7th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #4 to County Agreement 03-13APR17 - ERP System Selection Project.


Part 1 of this Amendment adds additional services for the period of June 1, 2022 through December 31, 2022.

Public Administration Consulting Services – as Incurred: \$151,200.00  
Public Administration Project Management Services – as Incurred: \$30,240.00  
Total: \$181,440.00

Part 2 of the Amendment is a correction to Amendment #3 and changes the services that were added in Amendment #3 from “fixed fee” to “as incurred”.

The terms of the Amendment are set out in the attached Amendment and the Presiding Commissioner is authorized to sign the same.

Done this 7<sup>th</sup> day of July 2022.



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: March 22, 2022  
RE: Amendment #4: 03-13APR17 - ERP System Selection Project

Contract 03-13APR17 - ERP System Selection Project was approved by commission for award to CentralSquare Technologies, LLC on July 25, 2019 commission order 308-2019.

Part 1 of this amendment adds additional services for the period June 1, 2022 through December 31, 2022.

Public Administration Consulting Services – as Incurred:	\$151,200.00
Public Administration Project Management Services – as Incurred	\$30,240.00
Total	\$181,440.00

These services will be paid from department 1172 – GF IT Hardware & Software, account 92302 – Replacement Computer Software. A Budget Amendment has been processed by the Auditor's office to cover these services.

Part 2 of the amendment is a correction to Amendment #3 and changes the services that were added in amendment #3 from "fixed fee" to "as incurred".

cc: Aron Gish, Julia Lutz, Kari Hoehne / IT  
Contract File



Commission Order #: 306-2022  
 Date: 07.07.2022

**CONTRACT AMENDMENT NUMBER FOUR  
 FOR  
 ERP SYSTEM SELECTION PROJECT**

The Purchase Agreement for ERP System Selection Project (the "Agreement") **03-13APR17** dated the 25<sup>th</sup> day of July 2019 made by and between Boone County, Missouri and **Superion, LLC, n/k/a CentralSquare Technologies, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD Services per quote # Q-100043 as follows for the period June 1 through December 31, 2022:

Public Administration Consulting Services – As Incurred:	\$151,200.00
Includes GLCF, HRPY, Report and Workflow Consultant hours (30 hours per week (assuming 4 weeks in a month) x 7 months at \$180 per hour)	
Public Administration Project Management Services – As Incurred:	\$30,240.00
Includes Project Management hours (6 hours per week (assuming 4 weeks in a month) x 7 months at \$180 per hour)	
Services Total	\$181,440.00

2. Section 2 is a correction to Amendment #3. On Amendment 3, "Original" (below), on the last item that says, "Fixed Fee", is changed to say "As Incurred" (under "Correction").

**Original:**

1. ADD Services per quote # Q-75004 as follows:

Public Administration Consulting Services – As Incurred-Core Finance Consulting:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Consulting Services – As Incurred-HRPY Consulting:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Development Services – As Incurred-Report Development:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Development Services – As Incurred-Workflow Development:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Project Management Services – As Incurred:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Technical Services – <b>Fixed Fee</b> – After Hours Hot Fixes:	\$9,360.00
Includes (4)	
Services Total	\$138,960.00

**Payment Terms.**

- As Incurred services are due as incurred on a time and materials basis.
- Fixed fee services are due 50% upon execution and 50% upon completion.

**Correction:**

1. ADD Services per quote # Q-75004 as follows:

Public Administration Consulting Services – As Incurred-Core Finance Consulting:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Consulting Services – As Incurred-HRPY Consulting:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Development Services – As Incurred-Report Development:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Development Services – As Incurred-Workflow Development:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Project Management Services – As Incurred:	\$25,920.00
Includes (48 hours a month x 3 months) - 144 hours	
Public Administration Technical Services – <b>As Incurred</b> – After Hours Hot Fixes:	\$9,360.00
Includes (4)	
Services Total	\$138,960.00

Except as specifically amended hereunder and previous amendments #1, #2, and #3, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**CENTRAL SQUARE TECHNOLOGIES, LLC**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

By: DocuSigned by:  
*Daniel R. Maier*  
0D15932284A74C2

DocuSigned by:  
*Daniel K. Atwill*  
BA4B034CED6E45B  
Daniel K. Atwill, Presiding Commissioner

Title: CRO

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*CJ Dykhouse*  
7D71DEAE899D74DD  
CJ Dykhouse, County Counselor

DocuSigned by:  
*Brianna L Lennon*  
D267E2428EB848C  
Brianna Lennon, 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.)

<small>DocuSigned by:</small> <i>Suzanne E. Altkord by BA</i> <small>67B7A05202164C5</small>	6/29/2022	1172-92302 / \$181,440.00
Signature	Date	Appropriation Account

307-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

2022

County of Boone

} ea.

In the County Commission of said county, on the 7th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #2 to County Agreement C000325 (Coop # C215036001) – Maintenance and Support for Karpel Criminal Case Management System for the Prosecuting Attorney. The Amendment changes the contractor name on the agreement to TX RX Systems, Inc. and adds the Finance Enterprise contract number C000071.

The terms of the Amendment are set out in the attached Amendment and the Presiding Commissioner is authorized to sign the same.

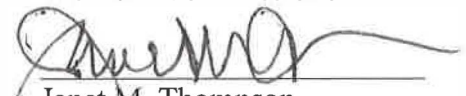
Done this 7<sup>th</sup> day of July 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: March 22, 2022  
RE: Amendment #2: *C000325 (C215036001) – Maintenance and Support for Karpel Criminal Case Management System for the Prosecuting Attorney*

Contract *C215036001 – Maintenance and Support for Karpel Criminal Case Management System* was approved by commission for award to Karpel Computer Solutions, Inc. d/b/a Karpel Solutions on July 5, 2016 commission order 320-2016.

This amendment is for the following:

Adds Finance Enterprise contract agreement number C000325

Adds internet-based software hosting for the period August 1, 2022 through July 31, 2023.

Total cost of hosting is \$4,200.00 and will be paid from department 1172 – GF IT Hardware & Software, account 70100 – Software Subscriptions.

cc: Aron Gish, IT  
Contract File



Commission Order: 307-2022 Date: 07.07.2022

**CONTRACT AMENDMENT NUMBER TWO  
PURCHASE AGREEMENT FOR  
C000325 (STATE OF MO COOP C215036001)  
MAINTENANCE & SUPPORT FOR KARPEL CRIMINAL CASE MANAGEMENT  
SYSTEM  
FOR THE BOONE COUNTY PROSECUTING ATTORNEY**

The Purchase Agreement dated July 5, 2016 made by and between Boone County, Missouri and Karpel Computer Systems, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add the County contract number **C000325**.
2. Attached Karpel scope is a part of addendum #2 and outlines the change to provide internet-based software hosting through HOSTEDbyKarpel.
3. The Missouri statewide contract is through December 31, 2027 for the application. Contract term for HOSTEDbyKarpel is **August 1, 2022 through July 31, 2023. Contract may be renewed through December 31, 2027.**

Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**KARPEL COMPUTER SOLUTIONS, INC.  
d/b/a KARPEL SOLUTIONS**

by DocuSigned by:  
Matt Ziemianski  
4CD10F632B9E7461  
title Matt Ziemianski

**BOONE COUNTY, MISSOURI**  
by: Boone County Commission

DocuSigned by:  
Daniel K. Atwill  
BA4B934CED6E4EB  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
CJ Dykhouse  
7D71DEAEB9D74DD  
CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:  
Brianna L. Lennon  
D287E2428FB048C  
Brianna L. Lennon, 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><small>DocuSigned by:</small> Sara E. Akhmed <small>6787A06502164C6</small></u>	<u>6/30/2022</u>	<u>1172-70100-\$4,200</u>
Signature	Date	Appropriation Account



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9717 Landmark Parkway Dr, • Suite 200 • St. Louis, MO 63127 • 314-892-6300 •

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**Boone County Mo**

**HOSTEDbyKarpel Agreement**

For

**PROSECUTOR** by **KARPEL**

*A Hosted Solution*



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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Boone County, a political subdivision of the State of Mo (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

## 1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel.



- i. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet based hosting of the Client's licensed copy of PbK through the Website.
- j. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- k. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- l. "Website" means the content and functionality currently located at the domain [www.hostedbykarpel.com](http://www.hostedbykarpel.com) on the internet, or any successor or related domain that provides access to the Software and Service

## 2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$100 per year for each user that has access to the Software through the Service and Website. A total of 42 users of Client are authorized access to the Service under this Agreement and the aggregate space for all users and all information hosted by the Service is limited to two terabytes (2TB) of storage. Additional users can be added at any time by Client at a rate of \$100 per year. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$1000 per 1TB / per month with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

Annual Hosting fee: \$4200.00

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions. If Said pricing is changed, the client shall have the right to terminate this agreement and proceed with a 30 notice of intent to not renew.
- c. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

### **3. SERVICE LEVEL COMMITMENT**

- a. **UPTIME.** Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. The client can request a complete data backup in a format that can be restored and tested quarterly to meet Disaster Recovery requirements. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

### **4. CUSTOMER OBLIGATIONS**

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the

activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

## **5. CONFIDENTIALITY**

**CONFIDENTIALITY.** Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.

- c. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

## **6. OWNERSHIP OF INTELLECTUAL PROPERTY**

- a. **KARPEL SOLUTIONS OWNERSHIP.** Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. **CLIENT OWNERSHIP.** Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to only give the rights to backup the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

## **7. WARRANTY**

- a. **LIMITED WARRANTY.** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. **INTERNET.** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. **SYSTEM REQUIREMENTS.** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
- d. **WARRANTY LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected

versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

- e. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

## **8. LIMITATION OF LIABILITY**

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

## **9. INDEMNIFICATION**

- a. **CLIENT'S INDEMNIFICATION.** Only to the extent authorized by Missouri law, Client will indemnify, defend, and hold harmless KarpelSolutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding,



statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by Client, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by Client that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

- b. **KARPEL SOLUTIONS' INDEMNIFICATION.** Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third party Intellectual Property or other right by the license and/or use of the Software.

- c. **NOTIFICATION.** The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

## **10. TERMINATION**

- a. **TERMINATION.** Client may terminate this Agreement thirty (30) business days after it is has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed

to perform under, or materially breaches, this Agreement and of the Client's intent to terminate the Agreement. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

- b. RIGHTS AFTER EXPIRATION OR TERMINATION. Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

#### **11. GENERAL PROVISIONS**

- a. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. MODIFICATION AND WAIVER; SEVERABILITY. Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the

term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.

- c. **FORCE MAJEURE.** Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
- d. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
- e. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

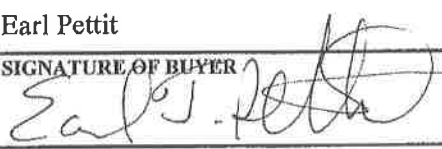

Karpel Solutions  
9717 Landmark Parkway, Suite 200  
St. Louis, MO 63127  
(314) 892-6300  
[mziemianski@karpel.com](mailto:mziemianski@karpel.com)

- f. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement is to be construed and governed by the laws of the United States and the State of Mo, without regard to conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Boone Mo, and Client expressly waives any and all objections regarding jurisdiction and forum non conviens.



## NOTICE OF CONTRACT AMENDMENT

**State Of Missouri**  
**Office Of Administration**  
**Division Of Purchasing**  
**PO Box 809**  
**Jefferson City, MO 65102-0809**  
<http://oa.mo.gov/purchasing>

<b>CONTRACT NUMBER</b> C215036001	<b>CONTRACT TITLE</b> Maintenance & Support for Karpel Criminal Case Management System
<b>AMENDMENT NUMBER</b> 001	<b>CONTRACT PERIOD</b> January 1, 2018 through December 31, 2027
<b>REQUISITION/REQUEST NUMBER</b> N/A	<b>SAM II VENDOR NUMBER/MissouriBUY SYSTEM ID</b> 4316197630 0 / MB00090416
<b>CONTRACTOR NAME AND ADDRESS</b> Karpel Solutions 9717 Landmark Parkway Drive St. Louis, MO 63127	<b>STATE AGENCY'S NAME AND ADDRESS</b> Missouri Office of Prosecution Services, Missouri Office of the Attorney General, and Prosecuting Attorney Offices throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>	
<p>Pursuant to Section 34.044 RSMO, which permits single feasible source procurement, Contract C215036001 is hereby amended pursuant to the attached amendment #002, dated 08/06/18, including the attached 10/11/18 email from Matt Ziemianski of Karpel which confirms the state has 1,250 perpetual licenses which could be utilized in the event the Enterprise agreement was terminated.</p>	
<b>BUYER</b> Earl Pettit	<b>BUYER CONTACT INFORMATION</b> Email: earl.pettit@oa.mo.gov Phone: (573) 751- 5430 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> October 11, 2018
<b>DIRECTOR OF PURCHASING</b>  Karen S. Boeger	

**Pettit, Earl**

---

**From:** Matt Ziemianski <mziemianski@karpel.com>  
**Sent:** Thursday, October 11, 2018 8:29 AM  
**To:** Pettit, Earl  
**Cc:** Steve Sokoloff  
**Subject:** Re: Number of Perpetual Licenses - C215036001

Yes that is correct.

Sent from my iPhone

**Matt Ziemianski**

CEO

(314) 892-6300 x 140  
mziemianski@karpel.com | www.karpel.com  
9717 Landmark Parkway, St. Louis, MO 63127



On Oct 11, 2018, at 8:21 AM, Pettit, Earl <[Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)> wrote:

Matt:

Do you agree the state has 1,250 perpetual licenses which could be utilized in the event the Enterprise agreement was terminated?

Thank you.

Sincerely,

Earl

Earl T. Pettit  
OA-Division of Purchasing  
573-751-5430

---

**From:** Steve Sokoloff <[Steve.Sokoloff@prosecutors.mo.gov](mailto:Steve.Sokoloff@prosecutors.mo.gov)>  
**Sent:** Wednesday, October 10, 2018 5:47 PM  
**To:** Pettit, Earl <[Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)>; 'Matt Ziemianski' <[mziemianski@karpel.com](mailto:mziemianski@karpel.com)>  
**Subject:** Re: Number of Perpetual Licenses - C215036001



Earl;

It is not a specific number. The contract extension price was based on 1250 licenses held by the state, Boone County and St Louis Co cumulatively. This was the number covered at the outset, but will include any added individual users during the life of the extension.

Steve

Stephen P. Sokoloff  
General Counsel,  
Missouri Office of Prosecution Services  
P.O.Box 899  
200 Madison St. Suite 1060  
Jefferson City, MO 65102  
[steve.sokoloff@Prosecutors.mo.gov](mailto:steve.sokoloff@Prosecutors.mo.gov)  
Phone 573-751-2415  
Facsimile 573-751-1171

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**From:** Pettit, Earl <[Earl.Pettit@oa.mo.gov](mailto:Earl.Pettit@oa.mo.gov)>  
**Sent:** Wednesday, October 10, 2018 4:19:02 PM  
**To:** Steve Sokoloff; 'Matt Ziemianski'  
**Subject:** Number of Perpetual Licenses - C215036001

Steve & Matt:

Please provide the number of perpetual licenses MOPS and Karpel agree the state currently possesses so I can include that information in the Notice of Award for the amendment which addresses the change to an Enterprise license model.

Thank you.

Earl

Earl T. Pettit  
OA-Division of Purchasing  
573-751-5430

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STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
CONTRACT AMENDMENT

AMENDMENT NO.: 001  
CONTRACT NO.: C215036001  
TITLE: Maintenance & Support for Karpel Criminal Case Management System  
ISSUE DATE: 04/24/18 REVISED 5/31/18 REVISED 7/25/18  
REVISED 8/2/18

REQ NO.:  
BUYER: Earl Pettit  
PHONE NO.: (573) 751-5430  
E-MAIL: Earl.Pettit@dm.mo.gov

TO: Karpel Computer Solutions  
9717 Landmark Parkway Dr.  
Suite 200  
St. Louis, MO 63127

*8/2/18 approved*  
*General Counsel*  
*MOPS*

RETURN AMENDMENT BY NO LATER THAN: 7/26/18 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	earl.pettit@dm.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

SIGNATURE REQUIRED

VENDOR NAME Karpel Solutions		ALL INFORMATION SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
Mailing Address 9717 Landmark Parkway Drive			
CITY, STATE, ZIP CODE St. Louis, MO 63127			
CONTACT PERSON Matt Ziemianski		EMAIL ADDRESS mziemianski@karpel.com	
PHONE NUMBER 314-892-6300		FAX NUMBER 314-892-8033	
VENDOR TAX FILING TYPE WITH RES. (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 8/16/18	
PRINTED NAME Matt Ziemianski		TITLE CEO	

C215036001-002 001 ep 8/27/18

Page 2 of 5

001 ep 8/27/18  
AMENDMENT #002 TO CONTRACT C215036001

**CONTRACT TITLE:** MAINTENANCE & SUPPORT FOR KARPEL CRIMINAL CASE MANAGEMENT SYSTEM

**CONTRACT PERIOD:** JANUARY 1, 2018 THROUGH DECEMBER 31, 2018/2027

The State of Missouri desires to renew the above reference contract for the contract period stated above. In addition the State of Missouri desires amend the above referenced contract to change the licensing payment model from a perpetual license model to an enterprise license model as well as make other revisions to the contract. As a result, by mutual agreement of the State of Missouri and the Contractor, the following revisions shall be made to Contract C215036001:

1. Replace RFP paragraph 2.8 with the following:

2.8 **Software Licensing:** The contractor has granted MOPS perpetual, permanent enterprise software license that is for an unlimited number of users in Missouri, non-exclusive, irrevocable, and unrestricted to use as identified herein for any Missouri Office of Prosecutors (MOPS) member. Licenses may only be used within the State of Missouri.

For the period January 1, 2018 through December 31, 2027, MOPS shall pay for Enterprise maintenance/support and escrow of \$563,500.00 a year (\$46,958.00 per month) for the State of Missouri. This Enterprise license does not include St. Louis Circuit Attorney Office (CAO). If St. Louis CAO joins the Enterprise agreement the above fees will increase by \$58,500.00 a year (\$4,875.00 per month) for the remaining contract period.

The Enterprise Maintenance/Support Fee may be adjusted annually by mutual agreement of MOPS and the state agency. Any changes to the enterprise license fee must be addressed via a formal contract amendment processed by the Division of Purchasing.

The contractor's solution is also available as a hosted solution. In the event an authorized contract user chooses to utilize the hosted solution MOPS shall pay the monthly maintenance/support fee for the county office and the county office shall be responsible for Hosting Services fee stated in Exhibit A – Pricing Page. Migration from a client server solution to a hosted solution shall not result in a reduction of perpetual license previously granted to MOPS.

- a. All maintenance and technical support fees required in order to receive system updates (which include enhancements, corrections, modifications, system configuration, database maintenance, additions and later versions of the licensed product) and fixes to technical support problems/website errors shall be included in the annual maintenance fees specified in Exhibit A, Pricing Pages.
  - 1) The State of Missouri understands that maintenance and/or technical support fees may be required monthly, quarterly, or annually, in order to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and/or technical support. However, it remains the sole option of the state to purchase maintenance or to decline this service. If the state chooses to discontinue maintenance, the software would continue to be legally licensed for use and only the Hosting fees would be required to continue access.

**System Test Environment:** The contractor shall extend the rights of the software license to allow for a Karpel Hosted test environment for the purpose of testing the compatibility of the software with any upgraded or new software, which interfaces with the software, or testing a new version or release of the software with existing software. The test environment may or may not be executed on the same hardware

C215036001-002001 ep 8/27/18

Page 3 of 5

as the production system. This copy of the software shall not be used for production purposes. MOPS and county users shall be authorized to use the Karpel Hosted test environment at no additional cost to the state.

Any language or provisions contained in any of the contractor's "shrinkwrap" or "clickwrap" agreements shall be of no force or effect.

2. **ADD RFP Section 3.8 and RFP Paragraph 3.8.1 as follows:**

3.8. Statewide Service Requirements for MOPS Members:

3.8.1 The contractor shall provide service statewide to County prosecuting offices through MOPS for a fee per County/ per month as set in the pricing in Exhibit A, subject to signed Memorandums of Understanding (MOUs) signed between MOPS and each county prosecuting office.

3. **REPLACE RFP Paragraph 4.4.1 with the following:**

4.4.1 The contractor is not required to provide the contractor's product source code directly to a third-party escrow service unless requested to do so in writing by MOPS.

4. **REPLACE Exhibit A - Pricing Pages with the Exhibit A - Pricing Pages attached to this contract amendment.**

5. **Authorized contract users that are not covered under the new Enterprise License Model (e.g. St. Louis Circuit Attorney (CAO)) shall utilize the contract prices established for the contract period January 1, 2017 through December 31, 2017.**

Note: This contract amendment shall not ~~effect~~ affect perpetual licenses previously acquired by MOPS or other entities authorized to utilize State of Missouri contracts with Karpel.

C215036001-002

Page 4 of 5

**EXHIBIT A  
PRICING PAGES**

**FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018**

**A.1 REQUIRED PRICING**

<b>PRICING TABLE</b>		
<b>Description</b>	<b>Unit of Measure</b>	<b>Firm, Fixed Unit Price</b>
Enterprise License Fee which includes Maintenance and Support Fee for all users for all modules and interfaces.	Total Per Month	\$46,958.00
Additional End User License for the Case Management Software including all modules and associated interfaces	Each License	Enterprise License (no additional cost)
PhK / DbK Hosting (per user/ per year)	Each user per year	\$100
Hosting storage for documents (first 2 terabytes included at no charge)	1 TB / per year above 2	\$1,000
Mail Migration to 365	One-time fee Per User	\$100.00
Email Signature Block	Each 365 User	\$1.00
Inbound / Outbound Spam Protection	Each 365 User	\$1.00
Software installation and configuration per workstation, including travel expenses. Travel expenses shall not be billed separately.	Per Workstation Rate	\$150.00
Database installation and configuration, including travel expenses. Travel expenses shall not be billed separately.	Per Server Rate	\$1,000.00
On-site Software end user training (minimum 8 hours for up to 10 end users) with travel expenses included. Travel expenses shall not be billed separately.	Per Session	\$1,200.00
On-site software system administrator training (minimum 2 hours for up to 5 users) with travel expenses included. Travel expenses shall not be billed separately.	Per Session	\$300.00

C215036001-002

Page 5 of 5

**EXHIBIT A  
PRICING PAGES (continued)**

**FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018**

FAQ Data Conversion Services pursuant to Contract Section 4 with travel expenses included in the hourly rate.	Per Hour	\$150.00
Server Client Access Runtime License fee (for MS SQL 2016 Local Databases)	Each Client	\$125.00
SQL Server Standard Runtime License version 2016 (Local installation)	Each Server	\$125.00
SQL Server Standard Full License (per 2 cores)	Every 2 Cores	\$2,889.00
Onsite Services to install SQL or other software on a client owned server or computer. If installation is remote, there shall be no charge for this installation.	Per hour	\$100.00
Software Escrow Services pursuant to RFP Section 4.3	Per Year	\$1,000.00
Service fee for return of authorized user's content, database, documents, and confidential information hosted by Karpel.	Per County	\$1,000.00
Service fee for migration from PbK client server licensed software to Karpel hosted solution per County.	Per migration	\$1,000.00
Statewide Service (per County)	Per county/ Per Month	\$8.00

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20

In the County Commission of said county, on the 7th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby accept the following certification:

I, Brianna L. Lennon, County Clerk in and for the County of Boone, State of Missouri, hereby certify that the attached petitions contain the signatures of the property owners who own property equal to at least two-thirds by area of all real property located within the proposed **Pierpont Meadows Neighborhood Improvement District** and no petitioner is delinquent in County real estate taxes.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Boone,

State of Missouri, this 7th day of July, 2022.

/s/ Brianna L. Lennon  
County Clerk   
Boone County, Missouri

(seal)

The attached petitions meet the requirements set forth in section 67.457.3 RSMo and Commission Order #424-91 for the formation of neighborhood improvement districts for the Commission to now decide upon the advisability of creating the requested NID. Based upon subsequent information from the petitioners, however, the County Commission finds that an alternative apron improvement project at the intersection of Pierpont Meadows Road and State Route N, in lieu of the formation of a NID, is a more appropriate solution. The County Commission therefore **denies** the petition for the establishment of the Pierpont Meadows Neighborhood Improvement District.

Done this 7th day of July 2022.



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission





# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 \* INSPECTION (573) 886-4339 \* ENGINEERING (573) 886-4480

FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

---

## MEMO

**DATE:** July 6, 2021

**TO:** Brianna L. Lennon, Boone County Clerk

**FROM:** Jeff McCann, P.E., Boone County Resource Management

**RE:** Petition For Pierpont Meadows Neighborhood Improvement District

---

Enclosed are the following items:

1. Boundary and Calculations Map.
2. Ownership List with petition signers noted.
3. Ownership records for each parcel as per Boone County Assessor's Office.
4. Real Estate records for each parcel.
5. Copy of Notice of Filing letter sent to all owners on the petition.
6. Proposed Commission Order establishing the above-mentioned NID – **Word document will be emailed for cut and paste.**
7. Proposed Certification Statement – **Requires signature and date.** No action necessary on Page 7 of 10 of each petition.
8. Original Petition #'s 1 and 2 of 2 – **Page 6 of 10 of each original petition requires County Clerk Receipt of Petition acknowledgement signature, seal and date.**

Items 7 and 8 will need to be scanned with the Commission Order once it has been signed.

I would like to have these documents ready to be placed on the Commission Agenda for July 15, 2021 at 1:30 pm.

Please contact me if you have any questions or concerns. Thanks.

**EXHIBIT A  
PIERPONT MEADOWS NEIGHBORHOOD IMPROVEMENT DISTRICT  
OWNERS LIST - BY PARCEL**

ID	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ETAL	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY ACREAGE	SIGNED PETITION ACREAGE	ESTIMATED ASSESSMENT	NOT-TO- EXCEED ASSESSMENT
1	20-602-13-03-001-00 01	Kogut	John R	Kogut	Kathy J B		1198 E Pierpont Meadows Rd	Columbia	MO	65201- 9229	Section 13, T 47, R 13 and Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 498, Page 525, being Lot 14 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	3.809		\$ 34,244.41	\$ 42,805.51
2	21-401-18-03-001 00 01	Brummet	Jacob	Brummet	Amanda		1201 E Pierpont Meadows Rd	Columbia	MO	65201- 9309	Section 13, T 47, R 13 and Section 18, T 47, R 12, as described by Trustee's Deed recorded in Book 4254, Page 139, being Lot 1 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	4.051	4.051	\$ 34,244.41	\$ 42,805.51
3	21-401-18-03-002.00 01	Jansen	Cynthia				1203 E Pierpont Meadows Rd	Columbia	MO	65201	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 2712, Page 121, being Lot 2 & part of Lot 3 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	5.041	5.041	\$ 34,244.41	\$ 42,805.51
4	21-401-18-03-003.00 01	Lambert	Steven	Lambert	Barbara		1205 E Pierpont Meadows Rd	Columbia	MO	65201	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 2779, Page 100, being Lot 3 (with Exception) of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	6.299		\$ 34,244.41	\$ 42,805.51
5	21-401-18-03-005.00 01	Ahmad	Afaaf	Mustafa	Ali	x	1209 E Pierpont Meadows Rd	Columbia	MO	65201- 9309	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 3245, Page 52, being Lot 5 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	9.429	9.429	\$ 34,244.41	\$ 42,805.51
6	21-401-18-03-005.01 01	Mustafa	Izz-Aldin				1207 E Pierpont Meadows Rd	Columbia	MO	65201- 9309	Section 18, T 47, R 12, as described by Quit Claim Deed recorded in Book 4840, Page 124, being Lot 4 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	7.046	7.046	\$ 34,244.41	\$ 42,805.51
7	21-401-18-03-006-00 01	Shank, III	Raymond B	Shank	Terri L		1221 E Pierpont Meadows Rd	Columbia	MO	65201- 9309	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 5015, Page 133, being Lot 6 (with Exception) of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	6.661	6.661	\$ 34,244.41	\$ 42,805.51

**EXHIBIT A  
PIERPONT MEADOWS NEIGHBORHOOD IMPROVEMENT DISTRICT  
OWNERS LIST - BY PARCEL**

ID	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ET AL	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY ACREAGE	SIGNED PETITION ACREAGE	ESTIMATED ASSESSMENT	NOT-TO- EXCEED ASSESSMENT	
8	21-401-18-03-007.00 01	Lay, II	Frank Charles	Lay	Roma Lynn		1206 E Pierpont Meadows Rd	Columbia	MO	65201-9308	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 1011, Page 986, being Lot 7 and part of Lot 8 and Lot 6 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, and Tract 2 of the Survey recorded in Book 817, Page 708, Boone County Records.	7.266	7.266	\$ 34,244.41	\$ 42,805.51	
9	21-401-18-03-008.00 01	Carpenter	William Russell	Carpenter	Corinne Meloni		1204 E Pierpont Meadows Rd	Columbia	MO	65201	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 4571, Page 60, being Lot 8 (with Exception) of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	6.017	6.017	\$ 34,244.41	\$ 42,805.51	
10	21-401-18-03-009-01 01	Golda	Nicholas	Golda	Stephanie		1202 E Pierpont Meadows Rd	Columbia	MO	65201	Section 18, T 47, R 12, as described by Quit Claim Deed recorded in Book 4309, Page 11, being Lot 9A of Pierpont Meadows Plat 2 as shown by the Plat recorded in Plat Book 53, Page 13, Boone County Records.	7.47	7.47	\$ 34,244.41	\$ 42,805.51	
11	21-401-18-03-010.00 01	Birkby	William F	Birkby	Lynn M		906 W Stewart Rd	Columbia	MO	65203	Section 18, T 47, R 12, as described by Trustee's Deed recorded in Book 3155, Page 88, being Lot 10 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	8.204		\$ 34,244.41	\$ 42,805.51	
												74%	SIGNED BY ACREAGE	71.29	52.98	
												73%	SIGNED BY NUMBER OF OWNERS	11	8	

iRecord REAL Instrument Summary

User:  
JMCCANN@BOONECOUNTYMO.ORG  
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**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

<b>Instrument</b>	WD - WARRANTY DEED
<b>Document No.</b>	1983001931
<b>Book</b>	498
<b>Page</b>	525
<b>Recording Date</b>	3/4/1983 1:05:00 PM
<b>Dated date</b>	3/2/1983
<b>Page Count</b>	1

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Grantor(s) (2)

TRAXLER, JOE A  
TRAXLER, MARY LEE

Grantee(s) (2)

KOGUT, JOHN R  
KOGUT, KATHY J B

Legal Description(s) (1)

LT 14 PIERPONT MEADOWS SUB

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# Boone County, Missouri

## Unofficial Document GENERAL WARRANTY DEED

Filed for Record on March 4 1983 at 05 o'clock P M in Boone County, Mo  
Document No. 1931 recorded in Book 498 Page 525 BETTIE JOHNSON  
Recorder of Deeds

THIS DEED Made and entered into this 2nd day of March 1983 by and between  
**JOE A. TRAXLER and MARY LEE TRAXLER, husband and wife**  
party or parties of the first part of Boone County State of Missouri grantor(s) and  
**JOHN R. KOGUT and KATHY J. B. KOGUT, husband and wife**  
party or parties of the second part of Boone County State of Missouri grantees(s)  
Grantee's mailing address is Rural Route 1, Harrisburg, Missouri 65256

WITNESSETH that the said party or parties of the first part for and in consideration of the sum of One Dollar 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 State of Missouri to wit

Lot No. 14 PIERPONT MEADOWS SUBDIVISION as shown on the Plat thereof recorded in Plat Book 12 Page 101, of the Boone County Missouri Records.

Subject however, to the following restrictive covenants which are hereby imposed upon the above described Lot 14 as covenants running with the land and which shall apply to all property in Pierpont Meadows Subdivision, to-wit (a) No hogs or other swine shall be permitted on the above-described property; nor, shall more than one (1) head of livestock be permitted on each one and one-half acres of said property; (b) No lot shall be further subdivided; and (c) No more than one (1) dwelling of single family size shall be permitted on each lot in Pierpont Meadows subdivision.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD THE SAME together with all rights immunities privileges and appurtenances to the same belonging unto the said party or parties of the second part forever the said party or parties of the first part covenanting that said party or parties and the heirs executors administrators and assigns 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 1983 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 first above written

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Joe A. Traxler  
JOE A. TRAXLER  
Mary Lee Traxler  
MARY LEE TRAXLER

STATE OF MISSOURI  
COUNTY OF BOONE On this 2nd day of March 1983

before me, personally appeared JOE A. TRAXLER and MARY LEE TRAXLER, husband and wife to my known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in Columbia Missouri, this day and year first above written

Notary Public  
My term expires the 3rd day of JANUARY 1984  
Gerald L. Coats  
signed  
Gerald L. Coats  
type or print Notary Public

State of Missouri )  
County of Boone ) Sec. 1, the undersigned Recorder of Deeds for said  
County and State do hereby certify that the foregoing instrument of writing  
was filed for record in my office on the 4 day of March 1983  
at 05 o'clock and 05 minutes P M. and is truly recorded in  
Book 498 Page 525  
Witness my hand and official seal on the day and year aforesaid.  
BETTIE JOHNSON, Recorder  
By Barbara Spiesel Deputy  
BARBARA SPIESEL

Nora Dietzel, Recorder of Deeds

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**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

<b>Instrument</b>	TRST - TRUSTEES DEED
<b>Document No.</b>	2013030649
<b>Book</b>	4254
<b>Page</b>	139
<b>Recording Date</b>	12/20/2013 3:34:07 PM
<b>Dated date</b>	12/20/2013
<b>Page Count</b>	2

[View Document](#)

Grantor(s) (3)

EVANS, TIMOTHY J TRUSTEE  
EVANS, DEBORA L TRUSTEE  
EVANS TRUST

Grantee(s) (2)

BRUMMET, JACOB  
BRUMMET, AMANDA

Legal Description(s) (1)

LT 1 PIERPONT MEADOWS SUB



# Boone County, Missouri

Unofficial Document



Recorded In Boone County, Missouri

Date and Time: 12/20/2013 at 03:34:07 PM

Instrument #: 2013030649 Book: 4254 Page: 139

Grantor: EVANS, TIMOTHY J TRUSTEE

Grantee: BRUMMET, JACOB

Instrument Type: TRST

Recording Fee: \$27.00 S

No. of Pages: 2

*Bettie Johnson*

Bettie Johnson, Recorder of Deeds



## TRUSTEE'S DEED

This Deed, made and entered into this 20<sup>th</sup> day of December, 2013, by and between

TIMOTHY J. EVANS and DEBORA L. EVANS, Trustees of the Evans Trust dated December 1, 1995

of the County of Boone, State of Missouri, hereinafter called parties of the first part (Grantors), and

JACOB BRUMMET and AMANDA BRUMMET, husband and wife, as tenants by entireties (with the right of survivorship)

of the County of Boone, State of Missouri, hereinafter called parties of the second part (Grantees).

Grantees' mailing address is: 1201 E. Pierpont Meadows Rd.  
Columbia, MO 65201

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents Bargain and Sell, Convey and Confirm unto the said parties of the second part, the following described Real Estate, situated in the County of Boone, and State of Missouri, to-wit:

Lot One (1) of Pierpont Meadows as shown by the plat recorded in Plat Book 12, Page 101, Records of Boone County, Missouri.

Subject to easements and other matters of record.

Grantors represent and warrant that TIMOTHY J. EVANS and DEBORA L. EVANS, Trustees, are the duly acting Trustees of the aforesaid Trust, that the time for the termination of said Trust has not occurred, that the Trust Indenture has not been amended or revoked, that said Trust is still in full force and effect, and that this Deed is executed pursuant to the powers conferred upon Grantors in the aforesaid Trust Indenture.

Nora Dietzel, Recorder of Deeds



Boone County, Missouri

BOONE COUNTY MO DEC 20 2013

To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto the said parties of the second part, and to their heirs and assigns forever, subject however to real estate taxes for 2014 and thereafter.

Unofficial Document

Grantors as Trustees only and not individually, with all liability under this Deed with respect to covenants or warranties expressly limited to assets of the Trust Estate, hereby covenant that Grantors and the Successor Trustee under the Trust Indenture will warrant and defend the title to the above-described real estate unto Grantees and Grantees' heirs and assigns forever, against the lawful claims of all persons claiming under Grantors.

In Witness Whereof, the said parties of the first part have executed these presents the day and year first above written.

*Timothy J. Evans, D/M*  
TIMOTHY J. EVANS, Trustee of the Evans Trust  
dated December 1, 1995  
*Debora L. Evans*  
DEBORA L. EVANS, Trustee of the Evans Trust  
dated December 1, 1995

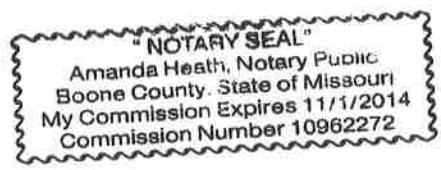
STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF BOONE     )

On this 20th day of December, 2013, before me personally appeared TIMOTHY J. EVANS and DEBORA L. EVANS, Trustees of the Evans Trust dated December 1, 1995, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as said Trustees.

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

*Amanda Heath*  
\_\_\_\_\_  
Notary Public

My commission expires:  
11-1-14



iRecordWeb REAL Instrument Summary

User:  
JMCCANN@BOONECOUNTYMO.ORG  
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**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

<b>Instrument</b>	WD - WARRANTY DEED
<b>Document No.</b>	2005010905
<b>Book</b>	2712
<b>Page</b>	121
<b>Recording Date</b>	4/29/2005 1:42:11 PM
<b>Dated date</b>	4/28/2005
<b>Page Count</b>	2

[View Document](#)

Grantor(s) (2)

BARE, GARY  
BARE, MARIA E

Grantee(s) (1)

JANSEN, CYNTHIA

Legal Description(s) (2)

LT 2 PIERPONT MEADOWS SUB  
LT 3 PT PIERPONT MEADOWS SUB

# Boone County, Missouri



Recorded in Boone County, Missouri

Date and Time 04/29/2005 at 01:42:11 PM

## Unofficial Document

Instrument # 2005010905 Book 2712 Page 121

Grantor BARE, GARY  
Grantee JANSEN, CYNTHIA

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

*Battle Johnson*  
Battle Johnson, Recorder of Deeds



-----[Space Above This Line For and Recording Data]-----

### GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 28 of April, 2005, by and between  
**GARY BARE**, a married person, Marla E Bare, a married person  
party of the first part, of Boone County, State of Missouri, grantor(s), and  
**CYNTHIA JANSEN**, a single person  
party of the second part, of Boone County, State of Missouri, grantee(s).

Grantee's mailing address is PO Box 109 Columbia MO 65205

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar 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 State of Missouri, to wit:

**Lot Two (2) and the West Sixty feet (W 60') of Lot Three (3) of PIERPONT MEADOWS SUBDIVISION, as shown on plat of said subdivision, recorded in Plat Book 12, Page 101, Boone County, Missouri Records.**

**Subject to Easements and Restrictions of record.**

Property Address (if known): 1203 PIERMONT MEADOWS, COLUMBIA MO 65201  
Tax ID # (if known): 21-401-18-03-002.00

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns 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 2005 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

Warranty Deed / BARE to JANSEN (page 1 of 2)

# Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

Unofficial Document **BOONE COUNTY MO APR 29 2005**

year first above written.

[Signature]  
GARY BARE

[Signature]  
Maria E Bare

STATE OF MISSOURI )

COUNTY OF Boone ) ss.

On this 28 day of April, 2005, before me personally appeared GARY BARE <sup>and Maria Bare</sup> to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

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

(SEAL)

My term expires the 4 day of 9, 2006

[Signature]  
Notary Public  
Patsy Wadlow-Shackelford

PATSY WADLOW-SHACKELFORD  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
Commission Expires September 4, 2006

iRecordWeb REAL Instrument Summary

**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

<b>Instrument</b>	WD - WARRANTY DEED
<b>Document No.</b>	2005021787
<b>Book</b>	2779
<b>Page</b>	100
<b>Recording Date</b>	7/29/2005 11:57:49 AM
<b>Dated date</b>	7/21/2005
<b>Page Count</b>	2

[View Document](#)

Grantor(s) (2)

MUNSON, RICHARD H  
MUNSON, JOY E

Grantee(s) (2)

LAMBERT, STEVEN  
LAMBERT, BARBARA

Legal Description(s) (1)

LT 3 PT PIERPONT MEADOWS SUB

# Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time 07/29/2005 at 11:57:49 AM

Instrument # 2005021787 Book 2779 Page 100

Grantor MUNSON, RICHARD H  
Grantee LAMBERT, STEVEN

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

*Bette Johnson*  
Bette Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

## GENERAL WARRANTY DEED

This Deed, made and entered into this 21st day of, July, 2005, by and between  
Richard H. Munson and Joy E. Munson, husband and wife

Grantor(s),

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

~~Steve~~ Lambert and Barbara Lambert, husband and wife  
Steven

Grantee(s),

Grantee'(s) address: 1205 E. Pierpont Meadows Columbia, MO 65201  
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 Three (3) PIERPONT MEADOWS SUBDIVISION as shown by Plat recorded in Plat Book 12, Page 101, Boone County, Missouri, EXCEPT the West Sixty feet (W 60') conveyed to Frank D. Rae by Warranty Deed recorded in Book 464, Page 498, Records of Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO JUL 29 2005

## 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 2005 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.

Richard H. Munson  
Richard H. Munson

Joy E. Munson  
Joy E. Munson

STATE OF MISSOURI )  
COUNTY OF Boone ) ss.

On this 21st day of July, 2005 before me personally appeared:  
Richard H. Munson and Joy E. Munson, husband and wife

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

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

Maureen A. Dalton  
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



iRecordWeb REAL Instrument Summary

**Nora Dietzel  
Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office  
(573) 886-4359 Fax**

Document recording information

<b>Instrument</b>	WD - WARRANTY DEED
<b>Document No.</b>	2007029564
<b>Book</b>	3245
<b>Page</b>	52
<b>Recording Date</b>	12/3/2007 4:01:09 PM
<b>Dated date</b>	11/30/2007
<b>Page Count</b>	2

[View Document](#)

Grantor(s) (2)

MUSTAFA, AHMAD S  
AHMAD, AFAAF

Grantee(s) (6)

AHMAD, AFAAF  
MUSTAFA, ALI  
MUSTAFA, OBADA  
MUSTAFA, OTHMAN  
MUSTAFA, ABDULLAH  
MUSTAFA, LEENAH

Legal Description(s) (1)

LT 5 PIERPONT MEADOWS SUB

# Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time 12/03/2007 at 04:01:09 PM

Instrument # 2007029564 Book 3245 Page 52

Grantor MUSTAFA, AHMAD S

Grantee AHMAD, AFAAF

Instrument Type WD

Recording Fee \$27 00 S

No of Pages 2

  
Bettie Johnson, Recorder of Deeds



## GENERAL WARRANTY DEED

THIS INDENTURE, made this 30<sup>th</sup> day of November, 2007, we AHMAD S MUSTAFA AND AFAAF AHMAD, husband and wife

Parties of the first part AHMAD S MUSTAFA AND AFAAF AHMAD of BOONE County, State of Missouri, grantor(s) and, Parties of the second part, AFAAF AHMAD, ALI MUSTAFA, OBADA MUSTAFA, OTHMAN MUSTAFA, ABDULLAH MUSTAFA, LEENAH MUSTAFA, Grantees

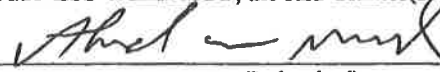
Grantees' Mailing address is 1209 E Pierpont Meadows Road, Columbia, Missouri, 65201


WITNESSETH, that the said Grantors, in consideration of TEN, DOLLARS (\$10 00) to paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto said party of the second part, its successors and assigns, the following described real estate and interests in real estate in the County of BOONE County, State of Missouri, to-wit

LOT FIVE (5) OF PIERPONT MEADOWS AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 12, PAGE 101, RECORDS OF BOONE COUNTY, MISSOURI  
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantees, their successors and assigns forever, the said Grantors the title to said premises unto said Grantees, and unto it's successors and assigns, forever, against the lawful claims and demands of all persons whomsoever excepting of the second part, and to the heirs and assigns of such party pr parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year of \_\_\_\_\_, 2007 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Grantor(s) executed the above day and year first above written

By   
AHMAD S. MUSTAFA (Individual)

By   
AFAAF AHMAD (Individual)

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO DEC 3 2007

## Unofficial Document

STATE OF MISSOURI )  
 ) SS  
COUNTY OF BOONE )

On this 30th day of November, 2007, before me appeared AHMAD S MUSTAFA AND AFAAF AHMAD (husband and wife) to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Boone County, Missouri, day and year last above written.



My term expires May 31, 2009

*Kathleen A. Whittington*  
Notary Public in and for said County and State

Kathleen A. Whittington  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Boone County  
My Commission Expires May 31, 2009  
Commission #05404204

---

### RECORDER OF DEEDS

STATE OF MISSOURI )  
 ) SS  
COUNTY OF BOONE )

Document No.: \_\_\_\_\_

I, THE UNDERSIGNED Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes AM/PM and is truly recorded in Book \_\_\_\_\_ page \_\_\_\_\_

### RECORDER OF DEEDS

By \_\_\_\_\_

Nora Dietzel, Recorder of Deeds

iRecordWeb REAL Instrument Summary

User:  
JMCCANN@BOONECOUNTYMO.ORG  
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**Nora Dietzel  
Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office  
(573) 886-4359 Fax**

Document recording information

<b>Instrument</b>	QTCL - QUIT CLAIM DEED
<b>Document No.</b>	2017025556
<b>Book</b>	4840
<b>Page</b>	124
<b>Recording Date</b>	12/20/2017 11:52:40 AM
<b>Dated date</b>	10/21/2017
<b>Page Count</b>	5

[View Document](#)

Grantor(s) (2)

MUSTAFA, ZAYNAB  
ELCHEKHA, HOUSSAM

Grantee(s) (1)

MUSTAFA, IZZ-ALDIN

Legal Description(s) (1)

LT 4 PIERPONT MEADOWS SUB

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# Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time: 12/20/2017 at 11:52:40 AM

Instrument #: 2017025556 Book: 4840 Page: 124

Instrument Type: QTCL

Recording Fee: \$58.00 N

No. of Pages: 5



## RECORDER OF DEEDS CERTIFICATE BOONE COUNTY, MISSOURI NON-STANDARD DOCUMENT

This document has been recorded and you have been charged the \$25.00 non-standard fee pursuant to RSMo 59.310.3 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Nora Dietzel  
Recorder of Deeds  
801 E. Walnut, Room 132  
Columbia, Missouri 65201  
573-886-4345

THIS PAGE HAS BEEN RECORDED AS THE FIRST PAGE OF YOUR DOCUMENT - DO NOT REMOVE THIS PAGE

# Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

## Unofficial Document

BOONE COUNTY MO DEC 20 2017

### QUIT-CLAIM DEED

This Quit Claim Deed is made on this 21<sup>st</sup> day of October, 2017, by and between **Zaynab Mustafa and Houssam Elchekha**, husband and wife, Parties of the First Part ("GRANTORS"), and **Izz-Aldin Mustafa**, Party of the Second Part ("GRANTEE"). GRANTEE's mailing address is: 1209 Pierpont Meadows Road, Columbia Missouri 65201.

WITNESSETH, That the said GRANTORS in consideration of the sum of ten dollars and other good and valuable considerations paid by the said GRANTEE, the receipt of which is hereby acknowledged and confessed, do by these presents, Remise, Release and forever Quit Claim, unto the said GRANTEE their interest in the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

Lot Four (4) of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Records of Boone County, Missouri.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging unto the said GRANTEE, and his successors and assigns, FOREVER; so that neither the said GRANTORS, nor their successors and assigns, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

GRANTOR Houssam Elchekha joins in executing this Deed merely for the purpose of relinquishing his marital rights, if any, to the above-described real estate.

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO DEC 20 2017

## Unofficial Document

### QUIT-CLAIM DEED

This Quit Claim Deed is made on this 21<sup>st</sup> day of October, 2017, by and between **Zaynab Mustafa and Houssam Elchekha**, husband and wife, Parties of the First Part ("GRANTORS"), and **Izz-Aldin Mustafa**, Party of the Second Part ("GRANTEE"). GRANTEE's mailing address is: 1209 Pierpont Meadows Road, Columbia Missouri 65201.

WITNESSETH, That the said GRANTORS in consideration of the sum of ten dollars and other good and valuable considerations paid by the said GRANTEE, the receipt of which is hereby acknowledged and confessed, do by these presents, Remise, Release and forever Quit Claim, unto the said GRANTEE their interest in the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

Lot Four (4) of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Records of Boone County, Missouri.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging unto the said GRANTEE, and his successors and assigns, FOREVER; so that neither the said GRANTORS, nor their successors and assigns, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

GRANTOR Houssam Elchekha joins in executing this Deed merely for the purpose of relinquishing his marital rights, if any, to the above-described real estate.

Nora Dietzel, Recorder of Deeds




# Boone County, Missouri

BOONE COUNTY MO DEC 20 2017

## Unofficial Document

**IN WITNESS WHEREOF**, the said GRANTORS have executed this Quit Claim Deed the day and year first above written.

  
Zaynab Mustafa, ("GRANTOR")

  
Houssam Elchekha, ("GRANTOR")

State of                    )  
                                  )    ss  
County of                )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a notary public in and for the county and state aforesaid, personally appeared Zaynab Mustafa and Houssam Elchekha, known to me to be the persons who executed the foregoing Quit-Claim Deed, and acknowledged to me that they executed the same as their free act and deed for the purposes therein stated.

\_\_\_\_\_, Notary Public  
Commissioned in \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_.

RECORDED DEC 14 2017

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO DEC 20 2017

## Unofficial Document

### INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Wisconsin }  
County of Milwaukee } ss.

On this the 21st day of October, 2017, before me,  
Heidi Hintz-Swerdlow, the undersigned Notary Public,  
Name of Notary Public  
personally appeared Houssam El chekha and Zaynab Mustafa,  
Name(s) of Signer(s)

personally known to me - OR -

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



**My Commission Expires  
February 7, 2020**

Heidi Hintz-Swerdlow  
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information  
(Printed Name of Notary, Expiration Date, etc.)

### OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: Quit Claim Deed  
Document Date: 10-21-2017 Number of Pages: 1  
Signer(s) Other Than Named Above: \_\_\_\_\_

# Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time 12/03/2007 at 04:01:09 PM

Instrument # 2007029563 Book 3245 Page 51

Grantor MUSTAFA, AHMAD S  
Grantee MUSTAFA, IZZ-ALDIN

Instrument Type WD  
Recording Fee \$27 00 S  
No of Pages 2

  
Bettie Johnson, Recorder of Deeds



## GENERAL WARRANTY DEED

THIS INDENTURE, made this 30<sup>th</sup> day of November, 2007, we AHMAD S MUSTAFA AND AFAAF AHMAD, husband and wife

Parties of the first part AHMAD S MUSTAFA AND AFAAF AHMAD of BOONE County, State of Missouri, grantor(s) and, Parties of the second part, IZZ-ALDIN MUSTAFA, ZAYNAB MUSTAFA Grantees

Grantees' Mailing address is 1209 E Pierpont Meadows Road, Columbia, Missouri, 65201

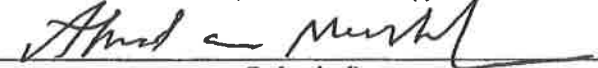
WITNESSETH, that the said Grantors, in consideration of TEN, DOLLARS (\$10 00) to paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto said party of the second part, its successors and assigns, the following described real estate and interests in real estate in the County of BOONE County, State of Missouri, to-wit


LOT FOUR (4) OF PIERPONT MEADOWS AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 12,

PAGE 101, RECORDS OF BOONE COUNTY, MISSOURI

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantees, their successors and assigns forever, the said Grantors the title to said premises unto said Grantees, and unto it's successors and assigns, forever, against the lawful claims and demands of all persons whomsoever excepting of the second part, and to the heirs and assigns of such party pr parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year of \_\_\_\_\_, 2007 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Grantor(s) executed the above day and year first above written

By   
AHMAD S MUSTAFA (Individual)

By   
AFAAF AHMAD (Individual)

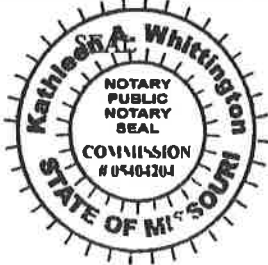
Nora Dietzel, Recorder of Deeds

# Unofficial Document

STATE OF MISSOURI )  
                                  )SS  
COUNTY OF BOONE )

On this 30th day of November, 2007, before me appeared AHMAD S MUSTAFA AND AFAAF AHMAD (husband and wife) to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Boone County, Missouri, day and year last above written



*Kathleen A. Whittington*  
Notary Public in and for said County and State

**Kathleen A. Whittington**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI**  
**Boone County**  
**My Commission Expires May 31, 2009**  
**Commission #05404204**

My term expires May 31, 2009

---

RECORDER OF DEEDS

STATE OF MISSOURI )  
                                  )SS  
COUNTY OF BOONE )

Document No.: \_\_\_\_\_

I, THE UNDERSIGNED Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes AM/PM and is truly recorded in Book \_\_\_\_\_ page \_\_\_\_\_

RECORDER OF DEEDS

By \_\_\_\_\_

Nora Dietzel, Recorder of Deeds

iRecordWeb REAL Instrument Summary

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**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information:

<b>Instrument</b>	WD - WARRANTY DEED
<b>Document No.</b>	2019007106
<b>Book</b>	5015
<b>Page</b>	113
<b>Recording Date</b>	5/1/2019 3:38:44 PM
<b>Dated date</b>	5/1/2019
<b>Page Count</b>	2

[View Document](#)

Grantor(s) (2)

MCKEE, CHARLES B  
MCKEE, MISTY L

Grantee(s) (2)

SHANK, RAYMOND B III  
SHANK, TERRY L

Legal Description(s) (1)

LT 6 PT PIERPONT MEADOWS SUB

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# Boone County, Missouri



Recorded in Boone County, Missouri

Unofficial Document

Date and Time: 05/01/2019 at 03:38:44 PM  
Instrument #: 2019007106 Book: 5015 Page: 113

Instrument Type: WD  
Recording Fee: \$27.00 8  
No. of Pages: 2



Boone-Central Title Company  
File No. 1932599

## Missouri General Warranty Deed

This Indenture, Made on 1st day of May, 2019, by and between

**Charles B. McKee and Misty L. McKee, husband and wife,**  
as GRANTOR, and

**Raymond B. Shank III and Terri L. Shank, husband and wife,**

as GRANTEE, whose mailing address is: **1221 E. Pierpont Meadows Road**  
**Columbia, MO 65201**

Property Address: **1221 E. Pierpont Meadows Road, Columbia, MO 65201**

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

**Lot Six (6) of Pierpont Meadows, a subdivision located in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 12, Page 101, Records of Boone County, Missouri. EXCEPTING therefrom that part conveyed by Joe A. Traxler and Mary L. Traxler, husband and wife, to James R. Vogt and Corazon R. Vogt, husband and wife, by warranty deed dated March 14, 1979 and recorded in Book 462, Page 812, Records of Boone County, Missouri.**

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

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

Nora Dietzel, Recorder of Deeds

Boone County, Missouri ~~BOONE COUNTY MO~~ MAY 01 2019

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

Unofficial Document

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

Charles B. McKee

Misty L. McKee

State of Missouri }  
County of Boone } ss:

On this 1st day of May, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Charles B. McKee and Misty L. McKee, husband and wife** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My Term Expires: 3-10-2021



CARI NICHOLS  
My Commission Expires  
March 10, 2021  
Boone County  
Commission #13679705

Nora Dietzel, Recorder of Deeds



iRecordWeb REAL Instrument Summary

User:  
JMCCANN@BOONECOUNTYMO.ORG  
Logout**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**[View Document](#)**Boone County Recorder of Deeds Columbia, MO 65201-7728****(573) 886-4345 Office**  
**(573) 886-4359 Fax**Document recording information

<b>Instrument</b>	WD - WARRANTY DEED
<b>Document No.</b>	1993019789
<b>Book</b>	1011
<b>Page</b>	986
<b>Recording Date</b>	8/26/1993 8:34:03 AM
<b>Dated date</b>	8/25/1993
<b>Page Count</b>	0

[View Document](#)Grantor(s) (2)MCWILLIAMS, WILLIAM B  
MCWILLIAMS, SUSAN MARIEGrantee(s) (2)LAY, FRANK CHARLES II  
LAY, ROMA LYNNLegal Description(s) (4)LT 7 PIERPONT MEADOWS SUB +  
LT 6 PT PIERPONT MEADOWS SUB +  
LT 8 PT PIERPONT MEADOWS SUB +  
STR 18-47-12 //SW Sur BK/PG: 817/708.000 AC 0. +

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# Boone County, Missouri

Filed for record on August 26, 1993 at 8:34:03 A.M. in Boone Co. Mo.  
Document No. 1978 recorded in Book 1077 of Page 288 Boone County, Missouri

## GENERAL WARRANTY DEED

986

THIS DEED, Made and entered into this 25th of August, 1993, by and between  
**WILLIAM B. McWILLIAMS and SUSAN MARIE McWILLIAMS, HUSBAND AND WIFE**  
parties of the first part, of Boone County, State of Missouri, grantor(s), and  
**FRANK CHARLES LAY, II and ROMA LYNN LAY, HUSBAND AND WIFE**  
parties of the second part, of Boone County, State of Missouri, grantees(s).  
Grantee's mailing address is 1206 Pierpont Meadows, Columbia, MO 65201

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar 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 State of Missouri, to wit:

SEE ATTACHED EXHIBIT 'A'

Subject to Easements and Restrictions of record.

Property Address (if known): 1206 Pierpont Meadows, Columbia, MO 65201  
Tax ID # (if known): 21-401-16-03-007

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns 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 1993 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 first above written.

William B. McWilliams  
WILLIAM B. McWILLIAMS

Susan Marie McWilliams  
SUSAN MARIE McWILLIAMS

STATE OF MISSOURI

COUNTY OF Boone, ss.  
On this 25 day of August, 1993, before me personally appeared WILLIAM B. McWILLIAMS and SUSAN MARIE McWILLIAMS, HUSBAND AND WIFE, to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

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



Margaret Tallman  
MARGARET TALLMAN  
NOTARY PUBLIC-STATE OF MISSOURI  
COMMISSIONED IN BOONE COUNTY  
MY COMMISSION EXPIRES 3-22-97  
Notary Public

My term expires 19 day of \_\_\_\_\_, 1993

Unofficial Document

EXHIBIT 'A'

987

PARCEL ONE (1): All of Lot Seven (7) of PIERPONT MEADOWS as shown on the plat of record in Plat Book 12, Page 101, Boone County Records;

AND a part of Lot Six (6), PIERPONT MEADOWS described as follows: From the most northerly corner of said Lot Seven (7); thence South 70° 14' East, along the line between Lot Seven (7) and said Lot Six (6), a distance of 150.00 feet to the beginning; thence continuing South 70° 14' East, along said line between Lot Seven (7) and Lot Six (6), a distance of 712.13 feet to the East line of said Lot Six (6); thence North 2° 40' West along said East line of Lot Six (6), a distance of 54.00 feet; thence North 70° 14' West, a distance of 891.49 feet; thence South 19° 48' West, a distance of 50.00 feet to the beginning. Containing 0.506 acres, more or less.

AND a part of Lot Eight (8), PIERPONT MEADOWS described as follows: Beginning at the most northerly corner of said Lot Seven (7); thence South 10° 22' East along the line between Lot Seven (7) and said Lot Eight (8) a distance of 170.00 feet; thence South 78° 38' West, a distance of 80.00 feet; thence North 10° 22' West, a distance of 170.00 feet; thence North 78° 38' East, a distance of 60.00 feet to the beginning. Containing 0.222 acres, more or less. Containing in all 1.297 acres, more or less EXCEPTING therefrom that part thereof described as Tract One (1) in Survey recorded in Book 817, Page 708, Boone County Records.

PARCEL TWO (2): A tract of land in the Southwest Fractional Quarter (SW 1/4) of Section Eighteen (18), Township Forty-seven (47), Range Twelve (12), described as Tract Two (2) of Survey recorded in Book 817, Page 708, Boone County Records and containing 0.17 acres, more or less.

STATE OF MISSOURI )  
 COURT OF RECORDS ) SS.

Document No. 19789

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 26th day of August, 1993 at 9 o'clock and 34103

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

BETTIE JOHNSON, RECORDER OF DEEDS  
 By *[Signature]* deputy



**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

**Instrument** WD - WARRANTY DEED  
**Document No.** 2016006167  
**Book** 4571  
**Page** 60  
**Recording Date** 4/4/2016 3:31:21 PM  
**Dated date** 4/4/2016  
**Page Count** 2

[View Document](#)

Grantor(s) (2)

HINSHAW, PAUL A  
HINSHAW, MICHELLE L

Grantee(s) (2)

CARPENTER, WILLIAM RUSSELL  
CARPENTER, CORINNE MELONI

Legal Description(s) (1)

LT 8 PT PIERPONT MEADOWS SUB

# Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 04/04/2016 at 03:31:21 PM

Instrument #: 2016006167 Book: 4571 Page: 60

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2

*Nora Dietzel*  
Nora Dietzel, Recorder of Deeds



Boone-Central Title Company  
File No. 1613484

## Missouri General Warranty Deed

This Indenture, Made on 4th day of April, 2016, by and between

**Paul A. Hinshaw and Michelle L. Hinshaw, husband and wife,**  
as GRANTOR, and

**William Russell Carpenter and Corinne Meloni Carpenter, husband and wife,**

as GRANTEE, whose mailing address is: *1204 E. Pierpont Meadows Rd.  
Columbia, MO. 65203*

Property Address: 1204 E. Pierpont Meadows Rd., Columbia, MO 65203

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

**LOT EIGHT (8) OF PIERPONT MEADOWS, A SUBDIVISION LOCATED IN BOONE COUNTY, MISSOURI, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 101, RECORDS OF BOONE COUNTY, MISSOURI, EXCEPT THAT PART OF LOT EIGHT (8), DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT SEVEN (7) PIERPONT MEADOWS; THENCE SOUTH 10 DEGREES 22' EAST ALONG THE LINE BETWEEN LOT SEVEN (7) AND SAID LOT EIGHT (8) A DISTANCE OF 170.00 FEET; THENCE SOUTH 79 DEGREES 38' WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 10 DEGREES 22' WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 79 DEGREES 38' EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING, ALL ACCORDING TO THE BOONE COUNTY MISSOURI RECORDS.**

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

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of

Nora Dietzel, Recorder of Deeds

an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

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

*Paul A. Hinshaw*  
Paul A. Hinshaw

*Michelle L. Hinshaw*  
Michelle L. Hinshaw

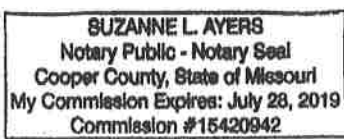
State of Missouri }  
County of Boone } ss:

On this 4th day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Paul A. Hinshaw and Michelle L. Hinshaw, husband and wife** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

*Suzanne L. Ayers*  
Notary Public

My Term Expires: 7-28-2019



iRecordWeb REAL Instrument Summary

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**Nora Dietzel**  
**Boone County, Missouri - Recorder of Deeds**

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**Boone County Recorder of Deeds Columbia, MO 65201-7728**

**(573) 886-4345 Office**  
**(573) 886-4359 Fax**

Document recording information

<b>Instrument</b>	QTCL - QUIT CLAIM DEED
<b>Document No.</b>	2014009820
<b>Book</b>	4309
<b>Page</b>	11
<b>Recording Date</b>	6/3/2014 9:55:52 AM
<b>Dated date</b>	5/23/2014
<b>Page Count</b>	2

[View Document](#)

Grantor(s) (2)

DAVIS, JOHN  
DAVIS, JEANNINE

Grantee(s) (2)

GOLDA, NICHOLAS  
GOLDA, STEPHANIE

Legal Description(s) (1)

LT 9 PT PIERPONT MEADOWS SUB

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# Boone County, Missouri



Recorded in Boone County, Missouri

## Unofficial Document

Date and Time: 06/03/2014 at 09:55:52 AM

Instrument #: 2014009820 Book: 4309 Page: 11

Grantor: DAVIS, JOHN  
Grantee: GOLDA, NICHOLAS

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

  
Bettie Johnson, Recorder of Deeds



-----[Space Above This Line For and Recording Data]-----

### QUIT CLAIM DEED

THIS DEED, Made and entered into this 23<sup>rd</sup> of May, 2014, by and between: **John Davis and Jeannine Davis, husband and wife**, party(ies) of the first part, of Sacramento County, State of California, grantor(s), and **Nicholas Golda and Stephanie Golda, husband and wife**, party(ies) of the second part, of Boone County, State of Missouri, grantee(s).  
Grantee's mailing address is: 1202 E. Pierpont Meadows, Columbia, MO 65201

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents Remise, Release and forever Quit Claim unto the said party or parties of the second part the following described Real Estate, situated in the County of Boone, and State of Missouri, to wit:

A tract of land located in the Southeast Quarter of Section 18, Township 47 North, Range 12 West, Boone County, Missouri, being a part of Lot 9 Pierpont Meadows Subdivision, recorded in Plat Book 12, at Page 101, of the Records of Boone County, Missouri, and being further described as follows:

Beginning at the Northwest corner of said Lot 9, said point being on the centerline of Pierpont Meadows Road; thence with the North line of said lot and said road centerline, N 86 degrees 58 minutes 05 seconds East, 161.34 feet; thence leaving said lines, S 03 degrees 01 minute 55 seconds East, 25 feet; thence South 33 degrees 27 minutes 05 seconds East, 418.43 feet; thence South 21 degrees 26 minutes 55 seconds East, 122.95 feet; thence South 68 degrees 33 minutes 05 seconds West, 240.00 feet to a point on the west line of said Lot 9; thence along said lot line, North 21 degrees 26 minutes 55 seconds West, 583.16 feet; thence continuing along said lot line North 03 degrees 16 minutes 00 seconds West, 25.00 feet to the point of beginning and containing 2.70 acres, more or less.

Subject to Easements and Restrictions of record.

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

# Nora Dietzel, Recorder of Deeds





# Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri  
Date and Time 03/18/2013 at 04:20:41 PM

Instrument # 2013006497 Book 4123 Page 144

Grantor GOLDA, NICHOLAS  
Grantee DAVIS, JOHN

Instrument Type WD  
Recording Fee \$27 00 S  
No of Pages 2

  
Bettie Johnson, Recorder of Deeds



## MISSOURI GENERAL WARRANTY DEED

This Indenture, Made on the 18<sup>th</sup> day of March 2013, by and between **Nicholas Golda and Stephanie Golda, husband and wife**, (GRANTORS), of 1202 East Pierpont Meadows, Columbia, MO 65203, and **John Davis and Jeannine Davis, husband and wife**, as joint tenants, as GRANTEES, whose mailing address is 3115 Cowan Circle, Sacramento, California 95821.

WITNESSETH: THAT THE GRANTORS, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey, and Confirm unto GRANTEES, GRANTEES heirs and assigns, the following described tract of real estate situated in the County of Boone and State of Missouri, to wit:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI BEING PART OF LOT 9 OF PIERPONT MEADOWS SUBDIVISION RECORDED IN PLAT BOOK 12 AT PAGE 101 OF THE RECORDS OF BOONE COUNTY, MISSOURI AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9, SAID POINT BEING ON THE CENTERLINE OF PIERPONT MEADOWS ROAD; THENCE WITH THE NORTH LINE OF SAID LOT AND SAID ROAD CENTERLINE, N86°58'05"E, 161.34 FEET; THENCE LEAVING SAID LINES, S03°01'55"E, 25.00 FEET; THENCE S33°27'05"E, 418.43 FEET; THENCE S21°26'55"E, 122.95 FEET; THENCE S68°33'05"W, 240.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 9; THENCE ALONG SAID LOT LINE, N21°26'55"W, 583.16 FEET; THENCE CONTINUING ALONG SAID LOT LINE, N03°16'00"W, 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.70 ACRES.

TO HAVE AND TO HOLD the premises aforesaid with all singular, the rights, the same together with all the rights and appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEES and unto GRANTEES heirs and assigns forever, the GRANTORS hereby covenanting that GRANTORS are lawfully seized of an indefeasible estate

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO MAR 18 2013

## Unofficial Document

in fee of the premises herein conveyed, that GRANTORS have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTORS or those under whom GRANTORS claim, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTORS will warrant and defend the title to the said premises unto GRANTEES and unto GRANTEES heirs and assigns forever, against the lawful claims, and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEES, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this DEED requires.

IN WITNESS WHEREOF, the GRANTORS have hereunto executed this instrument on the day and year above written.

  
\_\_\_\_\_  
NICHOLAS GOLDA

  
\_\_\_\_\_  
STEPHANIE GOLDA

State of Missouri     )  
                                  ) ss  
County of Boone     )


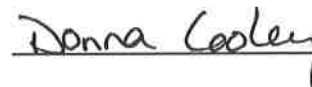
On this day personally appeared before me NICHOLAS GOLDA AND STEPHANIE GOLDA, Grantors, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

My commission expires:



DONNA COOLEY  
My Commission Expires  
July 14, 2013  
Cole County  
Commission #00405286

  
\_\_\_\_\_  
NOTARY PUBLIC  
  
\_\_\_\_\_

# Boone County, Missouri



Unofficial Document

Recorded In Boone County, Missouri  
Date and Time 01/12/2011 at 10:53:52 AM  
Instrument # 2011000793 Book 3758 Page 64

Grantor VROEGINDEWEY, GARY A  
Grantee GOLDA, NICHOLAS

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 11 day of January, 2011 by and between

Grantor: Gary A. Vroegindewey and Linda M. Vroegindewey, husband and wife

County of Lee and State of Florida, party of the first part, and

Grantee: Nicholas Golda and Stephanie Golda, husband and wife

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

(mailing address of said first named grantee is 1202 E. Pierpont Meadows, Columbia MO 65208)

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:

**Lot Nine (9), Pierpont Meadows Subdivision, as shown on the Plat thereof recorded in Plat Book 12, Page 101, Boone County, Missouri Records.**

**Together with a non-exclusive roadway easement described as follows, to-wit: Beginning at the intersection of the South line of Pierpont Meadows Road and the East line of Lot 10 of Pierpont Meadows Subdivision, Plat Book 12, Page 101, Deed Records of Boone County, Missouri, thence Southerly along the East line of said Lot 10 a distance of 300 feet, thence Westerly perpendicular to the East line of said Lot 10 a distance of 25 feet, thence Northerly parallel to the East line of said Lot 10 to the South right-of-way line of Pierpont Meadows Road, thence Easterly along the South line of said Pierpont Meadows Road to the Point of Beginning.**

**Subject to a non-exclusive roadway easement described as follows, to-wit: Beginning at the intersection of the South line of Pierpont Meadows Road and the West line of Lot 9 of Pierpont Meadows Subdivision, Plat Book 12, Page 101, Deed Records of Boone County, Missouri thence Southerly along the West line of said Lot 9 a distance of 300 feet; thence Easterly perpendicular to the West line of said Lot 9 a distance of 25 feet; thence Northerly parallel to the West line of said Lot 9 to the South right-of-way line of Pierpont Meadows Road thence Westerly along the South line of said Pierpont Meadows Road to the Point of Beginning.**

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

Nora Dietzel, Recorder of Deeds

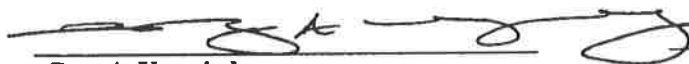
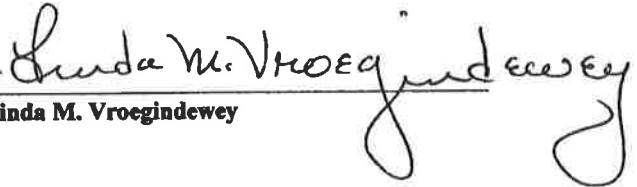
# Boone County, Missouri

BOONE COUNTY MO JAN 13 2011

## Unofficial Document

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.


  
 Gary A. Vroegindewey
   
 Linda M. Vroegindewey

STATE OF FLORIDA )  
 )SS  
 COUNTY OF LEE )

On this 7<sup>TH</sup> day of January, 2011, before me, a Notary Public in and for said State personally appeared Gary A. Vroegindewey and Linda M. Vroegindewey, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein stated.

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



  
 Notary Public  
 Barbara Travis

# Nora Dietzel, Recorder of Deeds

iRecordWeb REAL Instrument Summary

User:  
JMCCANN@BOONECOUNTYMO.ORG  
Logout**Nora Dietzel  
Boone County, Missouri - Recorder of Deeds**[View Document](#)**Boone County Recorder of Deeds Columbia, MO 65201-7728****(573) 886-4345 Office  
(573) 886-4359 Fax**Document recording information

<b>Instrument</b>	TRST - TRUSTEES DEED
<b>Document No.</b>	2007013806
<b>Book</b>	3155
<b>Page</b>	88
<b>Recording Date</b>	6/4/2007 8:36:52 AM
<b>Dated date</b>	5/26/2007
<b>Page Count</b>	3

[View Document](#)Grantor(s) (4)

PAPPAS, TED FRANK TRUSTEE  
SWARTZ-PAPPAS, ROSALIE ELLEN TRUSTEE  
SWARTZ-PAPPAS, ROSALIE ELLEN TRUST  
PAPPAS, TED FRANK TRUST

Grantee(s) (2)

BIRKBY, WILLIAM F  
BIRKBY, LYNN M

Legal Description(s) (1)

LT 10 PIERPONT MEADOWS SUB

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# Boone County, Missouri

Unofficial Document

Recorded in Boone County, Missouri  
Date and Time 06/04/2007 at 08:36:52 AM  
Instrument # 2007013806 Book 3155 Page 88  
Grantor PAPPAS, TED FRANK TRUSTEE  
Grantee BIRKBY, WILLIAM F

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

*Bette Johnson*  
Bette Johnson, Recorder of Deeds



## TRUSTEE'S DEED

This Deed, made and entered into this 26<sup>th</sup> day of May, 2007, by and between

TED FRANK PAPPAS and ROSALIE ELLEN SWARTZ-PAPPAS, Trustees of  
The Ted Frank Pappas & Rosalie Ellen Swartz-Pappas Trust dated December 30,  
2003

of the County of Boone, State of Missouri, hereinafter called parties of the first part (Grantors),  
and

WILLIAM F. BIRKBY and LYNN M. BIRKBY, husband and wife

of the County of Boone, State of Missouri, hereinafter called parties of the second part  
(Grantees).

Grantees' mailing address is: 906 West Stewart Road, Columbia, MO 65203

WITNESSETH, that the said parties of the first part, for and in consideration of the sum  
of Ten Dollars (\$10.00) and other good and valuable consideration paid by the said parties of the  
second part, the receipt of which is hereby acknowledged, do by these presents Bargain and Sell,  
Convey and Confirm unto the said parties of the second part, the following described Real  
Estate, situated in the County of Boone, and State of Missouri, to-wit:

Lot Ten (10) of Pierpont Meadows, a subdivision located in Boone County,  
Missouri, as shown by the plat thereof recorded in Plat Book 12, Page 101, Records  
of Boone County, Missouri.

Subject to easements and restrictions of record.

Grantors represent and warrant that TED FRANK PAPPAS and ROSALIE ELLEN  
SWARTZ-PAPPAS, Trustees, are the duly acting Trustees of the aforesaid Trust, that the time  
for the termination of said Trust has not occurred, that the Trust Indenture has not been

Nora Dietzel, Recorder of Deeds

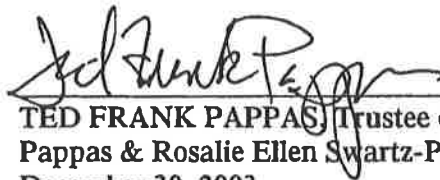
amended or revoked, that said Trust is still in full force and effect, and that this Deed is executed pursuant to the powers conferred upon Grantors in the aforesaid Trust Indenture.

Unofficial Document

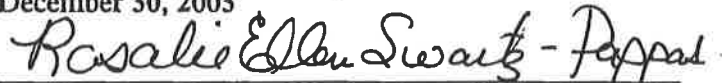
To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto the said parties of the second part, and to their heirs and assigns forever, subject however to real estate taxes for 2007 and thereafter.

Grantors as Trustees only and not individually, with all liability under this Deed with respect to covenants or warranties expressly limited to assets of the Trust Estate, hereby covenant that Grantors and the Successor Trustees under the Trust Indenture will warrant and defend the title to the above-described real estate unto Grantees and Grantees' heirs and assigns forever, against the lawful claims of all persons claiming under Grantors.

In Witness Whereof, the said parties of the first part have executed these presents the day and year first above written.



TED FRANK PAPPAS, Trustee of The Ted Frank Pappas & Rosalie Ellen Swartz-Pappas Trust dated December 30, 2003




ROSALIE ELLEN SWARTZ-PAPPAS, Trustee of The Ted Frank Pappas & Rosalie Ellen Swartz-Pappas Trust dated December 30, 2003

STATE OF MISSOURI     )  
                                  ) SS.  
COUNTY OF BOONE     )

On this 26th day of May, 2007, before me personally appeared TED FRANK PAPPAS and ROSALIE ELLEN SWARTZ-PAPPAS, Trustees of The Ted Frank Pappas & Rosalie Ellen Swartz-Pappas Trust dated December 30, 2003, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as said Trustees.

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

  
Notary Public Daniel Black

My commission expires:  
April 27, 2011

See attached notarial language sheet for seal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

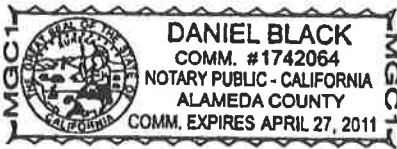
County of Alameda } ss.

On May 26, 2007 before me, Daniel Black, Notary Public

personally appeared Ted F. Pappas, Rosalie E. Swartz Pappas

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Daniel Black Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

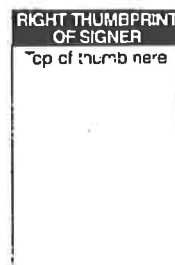
- Individual
Corporate Officer — Title(s)
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other



Signer Is Representing:

Signer's Name:

- Individual
Corporate Officer — Title(s)
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other



Signer Is Representing:





# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315  
COLUMBIA, MISSOURI 65201-7730  
PLANNING (573) 886-4330 ★ INSPECTION (573) 886-4339 ★ ENGINEERING (573) 886-4480  
FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

July 1, 2021

**COPY**  
mailed 7/1/21

RE: Pierpont Meadows Neighborhood Improvement District

Dear Property Owner:

The Petition for the creation of the above-mentioned Neighborhood Improvement District will be filed with the Boone County Clerk on Tuesday, July 6, 2021. You will have seven (7) days from the date of filing to withdraw your signature from the petition if you so choose.

At this time, there are 74% signatures by area and 73% signatures by number of parcels.

Once the Clerk has certified the validity of the petition to the County Commission, a meeting will be scheduled with the Commission to determine the advisability of forming the Neighborhood Improvement District. The intent will be to present this Petition to the Commission for the creation of the NID on July 15, 2021 at the Commission Meeting held at 1:30 p.m.

If the NID is created, a Public Hearing will be scheduled and notices will be sent out to all owners with the date and time of the hearing. This will be everyone's opportunity to speak in favor of or against the NID before the Commission gives formal Notice to Proceed.

Please contact me if you have any questions or concerns.

Sincerely,

Jeff McCann, P.E.  
Chief Engineer

Cc: County Clerk

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

15th

day of

July

20 21

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

VOID

Now on this day, the County Commission of the County of Boone does hereby accept the following certification:

I, Brianna L. Lennon, County Clerk in and for the County of Boone, State of Missouri, hereby certify that the attached petitions contain the signatures of the property owners who own property equal to at least two-thirds by area of all real property located within the proposed **Pierpont Meadows Neighborhood Improvement District** and no petitioner is delinquent in County real estate taxes.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Boone,

State of Missouri, this 14<sup>th</sup> day of July, 2021.

/s/ Brianna L. Lennon  
County Clerk  
Boone County, Missouri

(seal)

In that the attached petitions meet the requirements set forth in section 67.457.3 RSMo. and Commission Order #424-91 for the formation of neighborhood improvement districts, the County Commission hereby approves the advisability of the improvement and orders the establishment of the **Pierpont Meadows Neighborhood Improvement District** to be described as follows:

A tract of land being part of the Southeast Quarter of Section 13, Township 47 North, Range 13 West, and part of the Southwest Fractional Quarter of Section 18, Township 47 North, Range 12 West, being Lots 1 through 10 and lot 14 of Pierpont Meadows Subdivision as recorded in Plat Book 12, Page 101, and Tract 2 of the Survey recorded in Book 817, Page 708, EXCEPT the dedicated road right-of-way as shown by Pierpont Meadows Plat 2 Subdivision as recorded in Plat Book 53, Page 13, AND Tract 1 of the Survey recorded in Book 817, Page 708, all of the Boone County Records and all in Boone County, Missouri, and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Fractional Quarter of Section 18, Township 47 North, Range 12 West; Thence, along the East-West Quarter Section line of said Fractional Section 18, N 87°25' E, 1969.68 feet to the Northeast corner of said Pierpont Meadows Subdivision and the POINT OF BEGINNING; Thence, with the East line of said Pierpont Meadows Subdivision, S 2°40' E, 1518.33 feet to the Northeast corner of Tract 1 of said Survey recorded in Book 817, Page 708; Thence, with the lines of said Survey, S 87°25' W, 191.73 feet to the Northwesterly corner of Tract 1 of said Survey; Thence S 44°02' W, 81.32 feet to the common corner to Tracts 1 and 2 of said Survey, being on the South line of said Pierpont Meadows Subdivision; Thence continuing S 44°02' W, 83.86 feet to the Southeasterly corner of Tract 2 of said Survey; Thence N 83°20' W, 358.30 feet to the Westerly corner of said Tract 2 of said Survey, said point being on the South line of said

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

Pierpont Meadows Subdivision; Thence, leaving the lines of said Survey and with the South line of said Pierpont Meadows Subdivision, S 87°25' W, 1303.91 feet to the Southwest corner of Lot 10 of said Pierpont Meadows Subdivision; Thence, leaving the South line of said Pierpont Meadows Subdivision and with the West line of said Lot 10, N 2°55' E, 557.53 feet to the Southeasterly corner of Lot 14 of said Pierpont Meadows Subdivision; Thence, leaving the West line of said Lot 10 and with the South line of said Lot 14, N 55°28' W, 611.65 feet to a point on the Easterly right-of-way of Missouri State Highway N; Thence, leaving said South line and with said Easterly right-of-way, N 45°29' E, 737.56 feet to the Northwest corner of Lot 1 of said Pierpont Meadows Subdivision; Thence, leaving said right-of-way and with the lines of said Pierpont Meadows Subdivision, S 88°41' E, 545.82 feet; Thence N 5°45' E, 196.45 feet to a point on the East-West Quarter Section line of said Fractional Section 18; Thence, with the North line of said Pierpont Meadows Subdivision and said East-West Quarter Section line, N 87°25' E, 1279.70 feet to the Point of Beginning and containing 71.53 acres more or less, EXCEPT a 25-foot right-of-way as shown by Pierpont Meadows Plat 2 as recorded in Plat Book 53, Page 13, described as follows: Beginning at the Northeast corner of Lot 9 as shown by Pierpont Meadows Subdivision and Lot 9A of Pierpont Meadows Plat 2, said point being on the platted centerline of Pierpont Meadows Road; Thence, with the East line of said Lot 9 and Lot 9A, S 12°34' E, 29.55 feet to the Southerly right-of-way of Pierpont Meadows Road; Thence, along said right-of-way, N 70°20' W, 115.86 feet; Thence, 146.07 feet along a curve to the left, said curve having a radius of 540.50 feet and whose chord bears N 78°04'30" W, 145.63 feet; Thence N 85°49'05" W, 161.24 feet to a point on the West line of said Lot 9 and Lot 9A; Thence, along said West line, N 3°56'50" E, 25.00 feet to a point on the platted centerline of Pierpont Meadows Road; Thence, along the platted centerline of Pierpont Meadows Road, S 85°49'05" E, 161.34 feet; Thence, 152.83 feet along a curve to the right, said curve having a radius of 565.50 feet and whose chord bears S 78°04'30" E, 152.36 feet, Thence S 70°20' E, 100.10 feet to the Beginning and containing 10467.7 square feet or 0.24 acres more or less, netting an acreage of 71.29 acres more or less.

The final cost of the improvement shall not exceed the estimated cost of **\$376,688.50** by more than twenty-five percent (25%) **\$470,860.63**. The County Commission hereby orders the County Chief Engineer to make plans and specifications for the proposed project and file said plans and specifications with the County Clerk of Boone County, Missouri.

The Commission further **orders** that the improvement costs shall be assessed equally against each parcel described on Exhibit "A" attached hereto and shall be payable in not more than ten (10) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone, and the Clerk shall prepare an assessment list and notify the property owners of a public hearing on the proposed improvement.

Done this 15<sup>th</sup> day of July 2021.

# CERTIFIED COPY OF ORDER

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---

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the  
the following, among other proceedings, were had, viz:

day of 20

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

## CERTIFICATE OF AREA OWNED BY PETITIONERS

I, Brianna L. Lennon, County Clerk of Boone County, Missouri, hereby certify as follows:

- 1) I have examined the Petition requesting the creation of a neighborhood improvement district for the proposed **Pierpont Meadows Neighborhood Improvement District** filed in my office on July 6, 2021.
- 2) At least seven days have passed since said Petition was filed and none of the signers have withdrawn their names from the Petition.
- 3) The total area of all real property within the proposed neighborhood improvement district is 71.29 acres, more or less.
- 4) The total area owned by the signers of the Petition is 52.98 acres or 74%.
- 5) The total percentage by owners who signed Petition is 73%.

I, Brianna L. Lennon, County Clerk in and for the County of Boone, State of Missouri, further certify that the attached petitions contain the signatures of the property owners who own property equal to at least two-thirds by area of all real property located within the proposed **Pierpont Meadows Neighborhood Improvement District** and no petitioner is delinquent in County real estate taxes.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Boone,

State of Missouri, this 14<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_  
Brianna L. Lennon  
County Clerk  
Boone County, Missouri

(seal)

# PETITION FOR THE CREATION OF A NEIGHBORHOOD IMPROVEMENT DISTRICT

To the County Commission of Boone County, Missouri:

The undersigned, being the owners of record of more than two-thirds (2/3) by area of all real property within the hereinafter described neighborhood improvement district, do hereby petition and request that the Boone County Commission create a neighborhood improvement district as described herein and incur indebtedness and issue general obligation bonds of the County to pay for all or part of the cost of public improvements within such district, the cost of all indebtedness so incurred to be assessed against the real property within said district benefited by such improvements, under the authority of Sections 67.453 to 67.475, inclusive, RSMo. (the "Neighborhood Improvement District Act").

A. The project name for the proposed improvements is:

### Pierpont Meadows Neighborhood Improvement District

B. The general nature of the improvements proposed to be made is as follows: Improve **Pierpont Meadows Road** from a County maintained gravel road to a County maintained paved road standard.

C. The estimated cost of the proposed improvements is **\$376,688.50**. The final cost of such improvements assessed against the property within the district (and the amount of general obligation bonds of the County issued to pay for them) shall not exceed such estimated cost by more than 25%. An Estimate of Project Costs is attached hereto as **Exhibit A**.

D. The special assessments will be assessed in substantially equal annual installments over a period of ten (10) years. The special assessments shall be a lien on the property against which they are assessed to the same extent as a tax upon real property. Upon foreclosure of any such lien, the entire unpaid amount of the assessment on that property plus interest will become due and payable and will be recoverable in the foreclosure proceeding.



E. A map and boundary description of the proposed neighborhood improvement district are attached hereto as **Exhibits B and C respectively**. The district is located entirely within Boone County, Missouri, and is not located in whole or in part within the limits of an incorporated city.

F. The proposed method of assessment is as follows:

1. For all lots, if any required easement is donated then no additional assessment for easement acquisition shall occur against said lot. If, however, a required easement has to be purchased or obtained through eminent domain, that lot shall be additionally assessed all the costs of acquiring the necessary easement over the subject lot.
2. The administrative costs of bond issuance shall be included in the total project costs for allocation; the only potential savings for paying off the assessments in full prior to the deadline provided will be the future interest costs. If the assessment is not paid in full prior to the deadline provided, it will be paid in ten (10) annual installments with interest and no right to prepayment in accordance with the terms and conditions of the bonds issued for payment and consistent with the administrative policies of the County of Boone.
3. The final improvement costs (other than easement costs allocated per the above) shall be assessed equally on a per lot/tract basis.







# of Lots / Tracts	Cost Estimate	Cost Estimate + 25 %
	<b>\$376,688.50</b>	<b>\$470,860.63</b>
11	<b>\$34,244.41 Each</b>	<b>\$42,805.51 Each</b>

**G. THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.**

PRINTED NAME AND ADDRESS OF OWNERS(S) OF RECORD	SIGNATURE OF OWNERS(S) OF RECORD	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
John R Kogut Kathy J B Kogut  1198 E Pierpont Meadows Rd Columbia, MO 65201-9229	x _____  x _____	Lot 14 of Pierpont Meadows Plat Book 498, Page 525, Records of Boone County, Missouri  Parcel Number: 20-602-13-03-001-00 01
William F Birkby Lynn M Birkby  906 W Stewart Rd Columbia, MO 65203	x _____  x _____	Lot 10 of Pierpont Meadows Plat Book 3155, Page 88, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-010.00 01
Nicholas Golda Stephanie Golda  1202 E Pierpont Meadows Rd Columbia, MO 65201	x  x 	Lot 9A of Pierpont Meadows Plat Book 4309, Page 11, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-009-01 01

\*Persons signing on behalf of a corporation or other legal entity or as representative of the owner must attach documentation of the signer's authority.


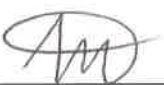


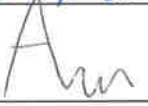

**G. THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.**

PRINTED NAME AND ADDRESS OF OWNERS(S) OF RECORD	SIGNATURE OF OWNERS(S) OF RECORD	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
William Russell Carpenter Corinne Meloni Carpenter  1204 E Pierpont Meadows Rd Columbia, MO 65201	x  x 	Lot 8 (with Exceptions) of Pierpont Meadows Plat Book 4571, Page 60, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-008.00 01
Frank Charles Lay, II Roma Lynn Lay  1206 E Pierpont Meadows Rd Columbia, MO 65201-9308	x  x 	Lot 7 and part of Lot 8 and 6 of Pierpont Meadows Plat Book 1011, Page 986, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-007.00 01
Raymond B Shank, III Terri L Shank  1221 E Pierpont Meadows Rd Columbia, MO 65201-9309	x  x 	Lot 6 (with Exceptions) of Pierpont Meadows Plat Book 5015, Page 133, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-006-00 01

\*Persons signing on behalf of a corporation or other legal entity or as representative of the owner must attach documentation of the signer's authority.



**G. THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.**

PRINTED NAME AND ADDRESS OF OWNERS(S) OF RECORD	SIGNATURE OF OWNERS(S) OF RECORD	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
<p>Afaaf Ahmad            Ali Mustafa            Obada <del>Obada</del> Mustafa            Othman Mustafa            Abdullah Mustafa            Leenah Mustafa</p> <p>1209 E Pierpont Meadows Rd            Columbia, MO 65201-9309</p>	<p>x </p> <p>x </p> <p>x </p> <p>x </p> <p>x </p> <p>x </p>	<p>Lot 5 of Pierpont Meadows            Plat Book 3245, Page 52, Records of            Boone County, Missouri</p> <p>Parcel Number: 21-401-18-03-005.00 01</p>
<p>Izz-Aldin Mustafa</p> <p>1207 E Pierpont Meadows Rd            Columbia, MO 65201-9309</p>	<p>x _____</p>	<p>Lot 4 of Pierpont Meadows            Plat Book 4840, Page 124, Records of            Boone County, Missouri</p> <p>Parcel Number: 21-401-18-03-005.01 01</p>
<p>Steven Lambert            Barbara Lambert</p> <p>1205 E Pierpont Meadows Rd            Columbia, MO 65201</p>	<p>x _____</p> <p>x _____</p>	<p>Lot 3 (with Exceptions) of Pierpont            Meadows            Plat Book 2779, Page 100, Records of            Boone County, Missouri</p> <p>Parcel Number: 21-401-18-03-003.00 01</p>

\*Persons signing on behalf of a corporation or other legal entity or as representative of the owner must attach documentation of the signer's authority.

**G. THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.**

<b>PRINTED NAME AND ADDRESS OF OWNERS(S) OF RECORD</b>	<b>SIGNATURE OF OWNERS(S) OF RECORD</b>	<b>PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT</b>
<p>Cynthia Jansen 1203 E Pierpont Meadows Rd Columbia, MO 65201</p>	<p>x </p>	<p>Lot 2 and part of lot 3 of Pierpont Meadows Plat Book 2712, Page 121, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-002.00 01</p>
<p>Jacob Brummet Amanda Brummet 1201 E Pierpont Meadows Rd Columbia, MO 65201-9309</p>	<p>x  x </p>	<p>Lot 1 of Pierpont Meadows Plat Book 4254, Page 139, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-001 00 01</p>

\*Persons signing on behalf of a corporation or other legal entity or as representative of the owner must attach documentation of the signer's authority.

**AFFIDAVIT OF CIRCULATOR**

I, Leenah Mustafa, a property owner of record of the proposed neighborhood improvement district herein, being first duly sworn, hereby say that the above and foregoing signed this petition and each of them signed his/her name thereto personally in my presence; I believe that each has accurately stated his/her name and property location, and that each signer is a property owner of record of the proposed neighborhood improvement district herein described.

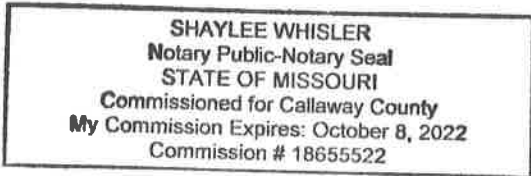
Signature of Affiant: Leenah Mustafa

Printed Name & Address of Affiant: Leenah Mustafa

1209 E. Pierpont Meadows Rd.  
Columbia, MO 65201

Subscribed to and sworn to me this 12 day of March, 2021.

(Notary Seal)



Signed: [Signature]  
My Commission expires: 10/08/2022

Notary Certificate:

**COUNTY CLERK'S RECEIPT OF PETITION:**

This Petition was filed in my office on July 6, 2021.

(SEAL)

[Signature]  
Brianna L. Lennon  
County Clerk  
Boone County, Missouri

# PETITION FOR THE CREATION OF A NEIGHBORHOOD IMPROVEMENT DISTRICT

To the County Commission of Boone County, Missouri:

The undersigned, being the owners of record of more than two-thirds (2/3) by area of all real property within the hereinafter described neighborhood improvement district, do hereby petition and request that the Boone County Commission create a neighborhood improvement district as described herein and incur indebtedness and issue general obligation bonds of the County to pay for all or part of the cost of public improvements within such district, the cost of all indebtedness so incurred to be assessed against the real property within said district benefited by such improvements, under the authority of Sections 67.453 to 67.475, inclusive, RSMo. (the "Neighborhood Improvement District Act").

A. The project name for the proposed improvements is:

### Pierpont Meadows Neighborhood Improvement District

B. The general nature of the improvements proposed to be made is as follows: Improve **Pierpont Meadows Road** from a County maintained gravel road to a County maintained paved road standard.

C. The estimated cost of the proposed improvements is **\$376,688.50**. The final cost of such improvements assessed against the property within the district (and the amount of general obligation bonds of the County issued to pay for them) shall not exceed such estimated cost by more than 25%. An Estimate of Project Costs is attached hereto as **Exhibit A**.

D. The special assessments will be assessed in substantially equal annual installments over a period of ten (10) years. The special assessments shall be a lien on the property against which they are assessed to the same extent as a tax upon real property. Upon foreclosure of any such lien, the entire unpaid amount of the assessment on that property plus interest will become due and payable and will be recoverable in the foreclosure proceeding.

E. A map and boundary description of the proposed neighborhood improvement district are attached hereto as **Exhibits B and C respectively**. The district is located entirely within Boone County, Missouri, and is not located in whole or in part within the limits of an incorporated city.

F. The proposed method of assessment is as follows:

1. For all lots, if any required easement is donated then no additional assessment for easement acquisition shall occur against said lot. If, however, a required easement has to be purchased or obtained through eminent domain, that lot shall be additionally assessed all the costs of acquiring the necessary easement over the subject lot.
2. The administrative costs of bond issuance shall be included in the total project costs for allocation; the only potential savings for paying off the assessments in full prior to the deadline provided will be the future interest costs. If the assessment is not paid in full prior to the deadline provided, it will be paid in ten (10) annual installments with interest and no right to prepayment in accordance with the terms and conditions of the bonds issued for payment and consistent with the administrative policies of the County of Boone.
3. The final improvement costs (other than easement costs allocated per the above) shall be assessed equally on a per lot/tract basis.

# of Lots / Tracts	Cost Estimate	Cost Estimate + 25 %
	<b>\$376,688.50</b>	<b>\$470,860.63</b>
11	<b>\$34,244.41 Each</b>	<b>\$42,805.51 Each</b>

**G. THE NAMES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE COUNTY CLERK.**

<b>PRINTED NAME AND ADDRESS OF OWNERS(S) OF RECORD</b>	<b>SIGNATURE OF OWNERS(S) OF RECORD</b>	<b>PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT</b>
John R Kogut Kathy J B Kogut  1198 E Pierpont Meadows Rd Columbia, MO 65201-9229	x _____  x _____	Lot 14 of Pierpont Meadows Plat Book 498, Page 525, Records of Boone County, Missouri  Parcel Number: 20-602-13-03-001-00 01
William F Birkby Lynn M Birkby  906 W Stewart Rd Columbia, MO 65203	x _____  x _____	Lot 10 of Pierpont Meadows Plat Book 3155, Page 88, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-010.00 01
Nicholas Golda Stephanie Golda  1202 E Pierpont Meadows Rd Columbia, MO 65201	x _____  x _____	Lot 9A of Pierpont Meadows Plat Book 4309, Page 11, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-009-01 01


\*Persons signing on behalf of a corporation or other legal entity or as representative of the owner must attach documentation of the signer's authority.

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<b>PRINTED NAME AND ADDRESS OF OWNERS(S) OF RECORD</b>	<b>SIGNATURE OF OWNERS(S) OF RECORD</b>	<b>PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT</b>
William Russell Carpenter Corinne Meloni Carpenter  1204 E Pierpont Meadows Rd Columbia, MO 65201	x _____  x _____	Lot 8 (with Exceptions) of Pierpont Meadows Plat Book 4571, Page 60, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-008.00 01
Frank Charles Lay, II Roma Lynn Lay  1206 E Pierpont Meadows Rd Columbia, MO 65201-9308	x _____  x _____	Lot 7 and part of Lot 8 and 6 of Pierpont Meadows Plat Book 1011, Page 986, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-007.00 01
Raymond B Shank, III Terri L Shank  1221 E Pierpont Meadows Rd Columbia, MO 65201-9309	x _____  x _____	Lot 6 (with Exceptions) of Pierpont Meadows Plat Book 5015, Page 133, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-006-00 01

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PRINTED NAME AND ADDRESS OF OWNERS(S) OF RECORD	SIGNATURE OF OWNERS(S) OF RECORD	PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT
<p>Afaaf Ahmad  Ali Mustafa  Obada Obada  Othman Mustafa  Abdullah Mustafa  Leenah Mustafa</p> <p>1209 E Pierpont Meadows Rd  Columbia, MO 65201-9309</p>	<p>x _____</p> <p>x _____</p> <p>x _____</p> <p>x _____</p> <p>x _____</p>	<p>Lot 5 of Pierpont Meadows  Plat Book 3245, Page 52, Records of  Boone County, Missouri</p> <p>Parcel Number: 21-401-18-03-005.00 01</p>
<p>Izz-Aldin Mustafa</p> <p>1207 E Pierpont Meadows Rd  Columbia, MO 65201-9309</p>	<p>x </p>	<p>Lot 4 of Pierpont Meadows  Plat Book 4840, Page 124, Records of  Boone County, Missouri</p> <p>Parcel Number: 21-401-18-03-005.01 01</p>
<p>Steven Lambert  Barbara Lambert</p> <p>1205 E Pierpont Meadows Rd  Columbia, MO 65201</p>	<p>x _____</p> <p>x _____</p>	<p>Lot 3 (with Exceptions) of Pierpont  Meadows  Plat Book 2779, Page 100, Records of  Boone County, Missouri</p> <p>Parcel Number: 21-401-18-03-003.00 01</p>

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<b>PRINTED NAME AND ADDRESS OF OWNERS(S) OF RECORD</b>	<b>SIGNATURE OF OWNERS(S) OF RECORD</b>	<b>PROPERTY OWNED WITHIN PROPOSED NEIGHBORHOOD IMPROVEMENT DISTRICT</b>
Cynthia Jansen  1203 E Pierpont Meadows Rd Columbia, MO 65201	x _____  _____	Lot 2 and part of lot 3 of Pierpont Meadows Plat Book 2712, Page 121, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-002.00 01
Jacob Brummet Amanda Brummet  1201 E Pierpont Meadows Rd Columbia, MO 65201-9309	x _____  x _____  _____	Lot 1 of Pierpont Meadows Plat Book 4254, Page 139, Records of Boone County, Missouri  Parcel Number: 21-401-18-03-001 00 01

\*Persons signing on behalf of a corporation or other legal entity or as representative of the owner must attach documentation of the signer's authority.



**AFFIDAVIT OF CIRCULATOR**

I, Jacob Brunner, a property owner of record of the proposed neighborhood improvement district herein, being first duly sworn, hereby say that the above and foregoing signed this petition and each of them signed his/her name thereto personally in my presence; I believe that each has accurately stated his/her name and property location, and that each signer is a property owner of record of the proposed neighborhood improvement district herein described.

Signature of Affiant: [Signature]

Printed Name &

Address of Affiant: 1201 Jacob Brunner

1201 E Pleasant Meadows  
Columbia, MO 65201

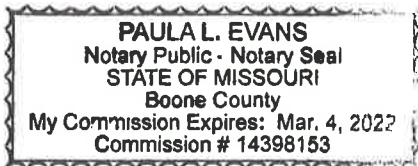
Subscribed to and sworn to me this 27<sup>th</sup> day of April, 2021.

(Notary Seal)

Signed: Paula L. Evans

My Commission expires: March 4, 2022

Notary Certificate:



**COUNTY CLERK'S RECEIPT OF PETITION:**

This Petition was filed in my office on July 6, 2021.

(SEAL)

[Signature]

Brianna L. Lennon  
County Clerk  
Boone County, Missouri

**CERTIFICATE OF AREA OWNED BY PETITIONERS**

I, County Clerk of Boone County, Missouri, hereby certify as follows:

- 1) I have examined the Petition requesting the creation of a neighborhood improvement district for the proposed **Pierpont Meadows Neighborhood Improvement District** filed in my office on \_\_\_\_\_, 20\_\_\_\_.
- 2) At least seven days have passed since said Petition was filed and none of the signers have withdrawn their names from the Petition.
- 3) The total area of all real property within the proposed neighborhood improvement district is 71.29 acres, more or less.
- 4) The total area owned by the signers of the Petition is \_\_\_\_\_.

**DATED:** \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

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Brianna L. Lennon  
County Clerk  
Boone County, Missouri

**EXHIBIT A**

**Estimate of Project Costs  
Neighborhood Improvement District for  
Pierpont Meadows Neighborhood Improvement District**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
TRAFFIC CONTROL	1	LS	\$2,000.00	\$2,000.00
EROSION CONTROL	1	LS	\$2,000.00	\$2,000.00
MATERIAL TESTING	1	LS	\$2,000.00	\$2,000.00
CONSTRUCTION STAKING	1	LS	\$3,000.00	\$3,000.00
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCL.	1	LS	\$1,000.00	\$1,000.00
CLEARING & GRUBBING	1	LS	\$3,000.00	\$3,000.00
REMOVALS	1	LS	\$4,000.00	\$4,000.00
18" DIA. ALUMINIZED CMP	115	LF	\$30.00	\$3,450.00
30" DIA. ALUMINIZED CMP	65	LF	\$40.00	\$2,600.00
36" DIA. ALUMINIZED CMP	61	LF	\$45.00	\$2,745.00
ROCK BLANKET WITH FILTER FABRIC	100	CY	\$85.00	\$8,500.00
SLOPE STABILIZATION	1	LS	\$14,000.00	\$14,000.00
EXCAVATION FOR ADDITIONAL AGGREGATE	376	CY	\$14.00	\$5,264.00
GRADING AND COMPACTING FOR WIDENING, EXTRA AGG. INCL.	5,193	SY	\$4.00	\$20,772.00
1 1/2" MINUS AGGREGATE BASE, 4"	5,193	SY	\$6.00	\$31,158.00
BITUMINOUS BASE COURSE, 6" THICK	1,539	TON	\$72.00	\$110,808.00
BITUMINOUS SURFACE, BP-2, 2" THICK	513	TON	\$78.00	\$40,014.00
TRACKLESS TACK COAT	9,290	SY	\$0.50	\$4,645.00
ASPHALT DRIVEWAY APRONS	165	SY	\$50.00	\$8,250.00
FINISHED GRADING & RESTORATION	1	LS	\$6,000.00	\$6,000.00
<b>ESTIMATED CONSTRUCTION COST SUBTOTAL</b>				<b>\$285,206.00</b>
CONSTRUCTION CONTINGENCY (5% OF CONSTRUCTION SUBTOTAL)			\$14,260.30	
ENGINEERING DESIGN (10% OF CONSTRUCTION SUBTOTAL)			\$28,520.60	
CONSTRUCTION MANAGEMENT (5% OF CONSTRUCTION SUBTOTAL)			\$14,260.30	
<b>ESTIMATED CONSTRUCTION COST TOTAL</b>				<b>\$342,247.20</b>
ADMIN. - NID SETUP COSTS (\$3,500 LUMP SUM)			\$3,500.00	
ADMIN. - CLERK'S COSTS (\$20/LOT)			\$220.00	
ADMIN. - PAYMENT & CHECK PROCESSING COSTS (0.50% OF EST. CONST. COST TOTAL)			\$1,711.24	
ADMIN. - RECORDING & RELEASE COSTS (\$48/LOT)			\$528.00	
<b>ESTIMATED PROJECT COST SUBTOTAL</b>				<b>\$348,206.44</b>
ADMIN. - COLLECTOR'S COMMISSION FEE (1% OF PROJECT COST SUBTOTAL)			\$3,482.06	
ADMIN. - ESTIMATED BONDING COSTS (10-YR FINANCING)			\$25,000.00	
<b>ESTIMATED PROJECT COST TOTAL</b>				<b>\$376,688.50</b>
<b>ESTIMATED PROJECT COST TOTAL + 25%</b>				<b>\$470,860.63</b>

**EXHIBIT B**

**Map of  
Neighborhood Improvement District for  
Pierpont Meadows Neighborhood Improvement District**



## EXHIBIT C

### Boundary Description of Neighborhood Improvement District for Pierpont Meadows Neighborhood Improvement District

A tract of land being part of the Southeast Quarter of Section 13, Township 47 North, Range 13 West, and part of the Southwest Fractional Quarter of Section 18, Township 47 North, Range 12 West, being Lots 1 through 10 and lot 14 of Pierpont Meadows Subdivision as recorded in Plat Book 12, Page 101, and Tract 2 of the Survey recorded in Book 817, Page 708, EXCEPT the dedicated road right-of-way as shown by Pierpont Meadows Plat 2 Subdivision as recorded in Plat Book 53, Page 13, AND Tract 1 of the Survey recorded in Book 817, Page 708, all of the Boone County Records and all in Boone County, Missouri, and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Fractional Quarter of Section 18, Township 47 North, Range 12 West; Thence, along the East-West Quarter Section line of said Fractional Section 18, N 87°25' E, 1969.68 feet to the Northeast corner of said Pierpont Meadows Subdivision and the POINT OF BEGINNING; Thence, with the East line of said Pierpont Meadows Subdivision, S 2°40' E, 1518.33 feet to the Northeast corner of Tract 1 of said Survey recorded in Book 817, Page 708; Thence, with the lines of said Survey, S 87°25' W, 191.73 feet to the Northwesterly corner of Tract 1 of said Survey; Thence S 44°02' W, 81.32 feet to the common corner to Tracts 1 and 2 of said Survey, being on the South line of said Pierpont Meadows Subdivision; Thence continuing S 44°02' W, 83.86 feet to the Southeasterly corner of Tract 2 of said Survey; Thence N 83°20' W, 358.30 feet to the Westerly corner of said Tract 2 of said Survey, said point being on the South line of said Pierpont Meadows Subdivision; Thence, leaving the lines of said Survey and with the South line of said Pierpont Meadows Subdivision, S 87°25' W, 1303.91 feet to the Southwest corner of Lot 10 of said Pierpont Meadows Subdivision; Thence, leaving the South line of said Pierpont Meadows Subdivision and with the West line of said Lot 10, N 2°55' E, 557.53 feet to the Southeasterly corner of Lot 14 of said Pierpont Meadows Subdivision; Thence, leaving the West line of said Lot 10 and with the South line of said Lot 14, N 55°28' W, 611.65 feet to a point on the Easterly right-of-way of Missouri State Highway N; Thence, leaving said South line and with said Easterly right-of-way, N 45°29' E, 737.56 feet to the Northwest corner of Lot 1 of said Pierpont Meadows Subdivision; Thence, leaving said right-of-way and with the lines of said Pierpont Meadows Subdivision, S 88°41' E, 545.82 feet; Thence N 5°45' E, 196.45 feet to a point on the East-West Quarter Section line of said Fractional Section 18; Thence, with the North line of said Pierpont Meadows Subdivision and said East-West Quarter Section line, N 87°25' E, 1279.70 feet to the Point of Beginning and containing 71.53 acres more or less, EXCEPT a 25-foot right-of-way as shown by Pierpont Meadows Plat 2 as recorded in Plat Book 53, Page 13, described as follows: Beginning at the Northeast corner of Lot 9 as shown by Pierpont Meadows Subdivision and Lot 9A of Pierpont Meadows Plat 2, said point being on the platted centerline of Pierpont Meadows Road; Thence, with the East line of said Lot 9 and Lot 9A, S 12°34' E, 29.55 feet to the Southerly right-of-way of Pierpont Meadows Road; Thence, along said right-of-way, N 70°20' W, 115.86 feet; Thence, 146.07 feet along a curve to the left, said curve having a radius of 540.50 feet and whose chord bears N 78°04'30" W, 145.63 feet; Thence N 85°49'05" W, 161.24 feet to a point on the West line of said Lot 9 and Lot 9A; Thence, along said West line, N 3°56'50" E, 25.00 feet to a point on the platted centerline of Pierpont Meadows Road; Thence, along the platted centerline of Pierpont Meadows Road, S 85°49'05" E, 161.34 feet; Thence, 152.83 feet along a curve to the right, said curve having a radius of 565.50 feet and whose chord bears S 78°04'30" E, 152.36 feet, Thence S 70°20' E, 100.10 feet to the Beginning and containing 10467.7 square feet or 0.24 acres more or less, netting an acreage of 71.29 acres more or less.

**EXHIBIT A  
PIERPONT MEADOWS NEIGHBORHOOD IMPROVEMENT DISTRICT  
OWNERS LIST - BY PARCEL**

ID	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ETAL	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY ACREAGE	SIGNED PETITION ACREAGE	ESTIMATED ASSESSMENT	NOT-TO- EXCEED ASSESSMENT
1	20-602-13-03-001-00 01	Kogut	John R	Kogut	Kathy J B		1198 E Pierpont Meadows Rd	Columbia	MO	65201- 9229	Section 13, T 47, R 13 and Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 498, Page 525, being Lot 14 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	3.809		\$ 34,244.41	\$ 42,805.51
2	21-401-18-03-001 00 01	Brummet	Jacob	Brummet	Amanda		1201 E Pierpont Meadows Rd	Columbia	MO	65201- 9309	Section 13, T 47, R 13 and Section 18, T 47, R 12, as described by Trustee's Deed recorded in Book 4254, Page 139, being Lot 1 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	4.051	4.051	\$ 34,244.41	\$ 42,805.51
3	21-401-18-03-002.00 01	Jansen	Cynthia				1203 E Pierpont Meadows Rd	Columbia	MO	65201	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 2712, Page 121, being Lot 2 & part of Lot 3 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	5.041	5.041	\$ 34,244.41	\$ 42,805.51
4	21-401-18-03-003.00 01	Lambert	Steven	Lambert	Barbara		1205 E Pierpont Meadows Rd	Columbia	MO	65201	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 2779, Page 100, being Lot 3 (with Exception) of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	6.299		\$ 34,244.41	\$ 42,805.51
5	21-401-18-03-005.00 01	Ahmad	Afaaf	Mustafa	Ali	x	1209 E Pierpont Meadows Rd	Columbia	MO	65201- 9309	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 3245, Page 52, being Lot 5 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	9.429	9.429	\$ 34,244.41	\$ 42,805.51
6	21-401-18-03-005.01 01	Mustafa	Izz-Aldin				1207 E Pierpont Meadows Rd	Columbia	MO	65201- 9309	Section 18, T 47, R 12, as described by Quit Claim Deed recorded in Book 4840, Page 124, being Lot 4 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	7.046	7.046	\$ 34,244.41	\$ 42,805.51
7	21-401-18-03-006-00 01	Shank, III	Raymond B	Shank	Terri L		1221 E Pierpont Meadows Rd	Columbia	MO	65201- 9309	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 5015, Page 133, being Lot 6 (with Exception) of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	6.661	6.661	\$ 34,244.41	\$ 42,805.51

**EXHIBIT A  
PIERPONT MEADOWS NEIGHBORHOOD IMPROVEMENT DISTRICT  
OWNERS LIST - BY PARCEL**

ID	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ETAL	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LAND BY ACREAGE	SIGNED PETITION ACREAGE	ESTIMATED ASSESSMENT	NOT-TO- EXCEED ASSESSMENT
8	21-401-18-03-007.00 01	Lay, II	Frank Charles	Lay	Roma Lynn		1206 E Pierpont Meadows Rd	Columbia	MO	65201-9308	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 1011, Page 986, being Lot 7 and part of Lot 8 and Lot 6 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, and Tract 2 of the Survey recorded in Book 817, Page 708, Boone County Records.	7.266	7.266	\$ 34,244.41	\$ 42,805.51
9	21-401-18-03-008.00 01	Carpenter	William Russell	Carpenter	Corinne Meloni		1204 E Pierpont Meadows Rd	Columbia	MO	65201	Section 18, T 47, R 12, as described by General Warranty Deed recorded in Book 4571, Page 60, being Lot 8 (with Exception) of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	6.017	6.017	\$ 34,244.41	\$ 42,805.51
10	21-401-18-03-009-01 01	Golda	Nicholas	Golda	Stephanie		1202 E Pierpont Meadows Rd	Columbia	MO	65201	Section 18, T 47, R 12, as described by Quit Claim Deed recorded in Book 4309, Page 11, being Lot 9A of Pierpont Meadows Plat 2 as shown by the Plat recorded in Plat Book 53, Page 13, Boone County Records.	7.47	7.47	\$ 34,244.41	\$ 42,805.51
11	21-401-18-03-010.00 01	Birkby	William F	Birkby	Lynn M		906 W Stewart Rd	Columbia	MO	65203	Section 18, T 47, R 12, as described by Trustee's Deed recorded in Book 3155, Page 88, being Lot 10 of Pierpont Meadows as shown by the Plat recorded in Plat Book 12, Page 101, Boone County Records.	8.204		\$ 34,244.41	\$ 42,805.51
										74%	SIGNED BY ACREAGE	71.29	52.98		
										73%	SIGNED BY NUMBER OF OWNERS	11	8		