7-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	October Session of the October Adjourned			Term. 20	13
County of Boone					
In the County Commission of said county,	on the 24th	day of	October	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Karen J. Jones in the amount of \$33,405.76 via check payable to Karen J. Jones, in that amount as recommended by the County Treasurer.

Done this 24th day of October, 2013.

ATTEST: Wendy S. Nøren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

hille RAL

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

SUMMARY ORDER DESCRIPTION:

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2013 tax sale surplus relating to parcel 20-500-22-00-001.02.

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was Karen J. Jones. Karen J. Jones has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Deed recorded at Book 2876, Page 128, Boone County Records, and other supporting documentation are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of the record before the Commission, is satisfied that Karen J. Jones is the owner of the subject property and as such is entitled to the total surplus of \$33,405.76, and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to Karen J. Jones in the amount of \$33,405.76 via check payable to Karen J. Jones in that amount.



NICOLE GALLOWAY, CPA **BOONE COUNTY TREASURER**

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

AREN JANICE JOHES I, <u>KAREN JANICE JONES</u> shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$ <u>33405.76</u> resulting from the tax certificate sale conducted by the Boone County Collector on August 26, 2013. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- . The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Property: Parcel # 20-500-22-00-001.02 Section 22 Township 47 Range 13

9153 S Stanley Poe Rd

Deeded 2.36 Acres Tract in NE¼ Sec 22 T47N R13W containing 2.6 acres m/l desc by WD Book/Page 2876/128 being part of Sur Book/Page 1728-370 desc as: Beg at NE cor Sec 22 shown by said sur; thence along E line of said sec, S02°24'20'W, 557.07' to POB on N line of said deed; thence continuing S02°24'20'W; 590.19' to point on S line of said deed; thence following said deed lines, N75°44'05"W, 199.84'; thence N02°27'00"E, 551.00'; thence S87°02'30"E, 195.15' to POB

Current mailing address:

)

9153 5. STANLEY POE	ROAD	
Street		Apt #
COLUMBIA	MISSOURI	652,07
City	State	Zip
Social Security Number		
Driver's License/State ID Number		
Daytime Telephone Number(s) 573 22	8 1369	
Curen Jone		9/5/2012
Signature		/ Date
State of MISSOURI		
County of Beone		
On this 5 day of <u>September</u> Karen J. Jones	in the year, before me, the undersig	ned notary public, personally appeared the person(s) whose name(s) is/are
subscribed to the within instrument and acknow	wledged that he/she/they executed the named t	
witness whereof, I hereunto set my hand and offi	icial seal. Mane	tary Public
Return form to Boone County Treasurer's Office, 8 YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S	801 E. Walnut Rm. 205, Columbia, MO 65201. ; LICENSE(S) OR STATE ID(S).	NANCY M. RAY
Once paperwork is received and verified a check	will be issued and mailed to address above.	Notary Public - Notary Seal State of Missouri
	BOONE COUNTY GOVERNMENT CENTER	County of Boone Ny Commission Expires March 27, 2017
	801EAST WALNUT STREET, ROOM 205 Columbia, Missouri 65201	My Commission Expires indeor2 Commission #13406072

COLUMBIA, MISSOURI 65201 (573) 886-4365 FAX (573) 886-4369 TREASURER@BOONECOUNTYMO.ORG WWW.SHOWMEBOONE.COM/TREASURER



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A CIVIL GROUP

piller

CIVIL ENGINEERING . PLANNING . SURVEYING

June 29, 2011

LEGAL DESCRIPTION KAREN J. JONES PROPERTY PARCEL# 20-500-22-00-001.02

Owner: Karen J. Jones Sec 22 T47N R13W

A tract of land located in the NE quarter of sec 22, T47N, R13W, Boone County, MO, and containing 2.6 acres, m/l, described by the warranty deed rec in bk 2876, pg 128 and being part of the sur rec bk 1728, pg 370, being further described as follows:

Commencing at the NE cor of sec 22 shown by said sur; thence along east line of said sec, S02°24'20"W, 557.07 feet to the point of beginning on N line of said deed;

thence continuing S02°24'20"W, 590.19 feet to point on S line of said deed; thence following said deed lines, N75°44'05"W, 199.84 feet; thence N02°27'00"E, 551.00 feet; thence S87°02'30"E, 195.15 feet to the point of beginning.

3401 BROADWAY BUSINESS PARK CT., SUITE 105 COLUMBIA, MISSOURI 65203 PUONE : 573-817-5750 FAX : 573-817-1677

JONES KAREN J

20-500-22-00-001.02

Property Information		
Property Location (Situs Address)	9153 S STANLEY POE RD	

Legal Description	PT NE NE (PT NEPT SUR 1728- 370)	RECEIVED
<u>EP</u> Initial if legal description matches description on delinquent statements. If		MAY 24 2013
not, explain discrepancies in Additional Info.		BOONE COUNTY COLLECTOR

Vesting Deed

Name of Owner(s)	JONES KAREN J
Address	9153 S STANLEY POE RD, COLUMBIA MO 65203-9643
Title Taken By	MISSOURI GENERAL WARRANTY DEED
Date of Deed	01/12/2006
Date Recorded	01/12/2006
Book/Page	2876/128
Address Correction	

Open Deed(s) of Trust

First Deed of Trust	BOULEVARD BANK	
Lender's Address	10 SOUTHHAMPTON DR EAST, COLUMBIA, MO 65203	
Deed of Trust Date	1/7/2009	
Date Recorded	1/15/2009 10:24:24 AM	
Book/ Page	3413/38	
Loan Amount	\$17,240.16	
Assigned To		
Date Assigned		

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	Mire A.Bill_
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/15/2013

True Line Title Company 110 E Ash Street Columbia, MO 65203

JONES KAREN J

20-500-22-00-001.02

Additional Liens

Special Assessments	
Tax Bill #	
Address	

Federal Tax Liens	
Date	
Address	

State Tax Liens	
Date	
Address	

Mechanics Liens	
Date	
Address	

Judgments	CAPITAL ONE BANK
Date	05/12/2008
Address	9300 DIELMANN INDUSTRIAL DRIVE, STE 100, SAINT LOUIS, MO 63132
Case #	08BA-CV00730-01

Judgments	TOWER LOAN OF MISSOURI INC D/B/A TOWER LOAN OF	
	COLUMBIA	
Date	08/13/2010	
Address	2600 FORUM BLVD, STE A, COLUMBIA, MO 65203	
Case #	10BA-CV01541-01	

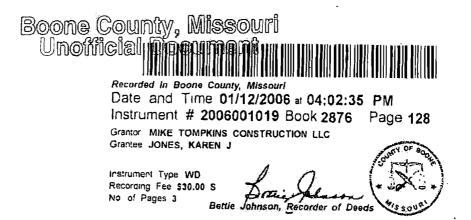
Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	

Additional Information



. .

True Line Title Company 110 E Ash Street Columbia, MO 65203



Boone-Central Title Company File No. 0610015

Missouri General Warranty Deed

This Indenture, Made on 12th day of January, 2006, by and between

Mike Tompkins Construction, LLC, a Missouri Limited Liability Company, as GRANTOR, and

AS GRANTER, whose mailing address is: 2001 Holly Avenue #7 , Columbia MO 65202

Property Address: 9153 Stanley Poe 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:

See EXHIBIT "A" attached hereto and made a part hereof.

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 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.



EXHIBIT "A"

A tract of land containing 5.26 acres, more or less, located in the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-two (22), and in the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-three (23), both in Township Forty-seven (47) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, said tract of land being a part of the survey recorded May 21, 2001 as Document No. 11414 in Book 1728, Page 370, Records of Boone County, Missouri, and being more particularly described as follows:

Starting at the northeast corner of said Section 22; thence along the lines of the survey recorded in Book 1728, Page 370: South 87 degrees 28' 00" East, along the north line of said Section 23, 200.00 feet, and South 10 degrees 26' 00" West 563.35 feet to the point of beginning.

From the point of beginning, continuing along the lines of said survey: South 10 degrees 26' 00" West 288.95 feet, South 27 degrees 05' 00" East 238.00 feet, South 23 degrees 25' 00" East 494.00 feet, along a 72.284 foot radius curve to the left 26.25 feet (chord = South 32 degrees 56' 15" West 26.10 feet), and South 22 degrees 32' 00" West 40.00 feet; thence North 31 degrees 30' 00" West 460.00 feet; thence North 75 degrees 44' 05" West 332.35 feet; thence North 2 degrees 27' 00" East 551.00 feet; thence South 87 degrees 02' 30" East 316.45 feet to the point of beginning.

Boone County, Missourie county no JAN 1 2 2006 Unofficial Document

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

Mike Tompkins Construction, LLC, a Missouri Limited Liability Company

By Mike Tompkins, Member

State of Missouri

County of Boone

\$\$:

On this <u>A</u> day of <u>H</u>(M), 20<u>06</u>, before me, appeared Mike Tompkins, Member, to me personally known, who being by me duly sworn, did say that he/she is the Member of Mike Tompkins Construction, LLC, a Missouri Limited Liability Company, and that said instrument was signed on behalf of the Company, and said Mike Tompkins, Member, acknowledged said instrument to be the free act and deed of said Company.

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

My Term Expires:

Notary Public

MARY JO EDMISTON Notary Public - Notary Sect STATE OF MISSOURI County of Boone My Commission Expires January 9, 2008

782013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI) ea.	October Session of the October Adjourne	ed 7	Term. 20	13
County of Boone				
In the County Commission of said county,	on the 24th day of	October	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Karen J. Jones in the amount of \$8,622.92 via check payable to Karen J. Jones, in that amount as recommended by the County Treasurer.

Done this 24th day of October, 2013.

ATTEST: Wendy S. Noreh

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller

District I Commissioner and?

Janet M. Thompson District II Commissioner

SUMMARY ORDER DESCRIPTION:

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2013 tax sale surplus relating to parcel 20-603-23-00-003.04.

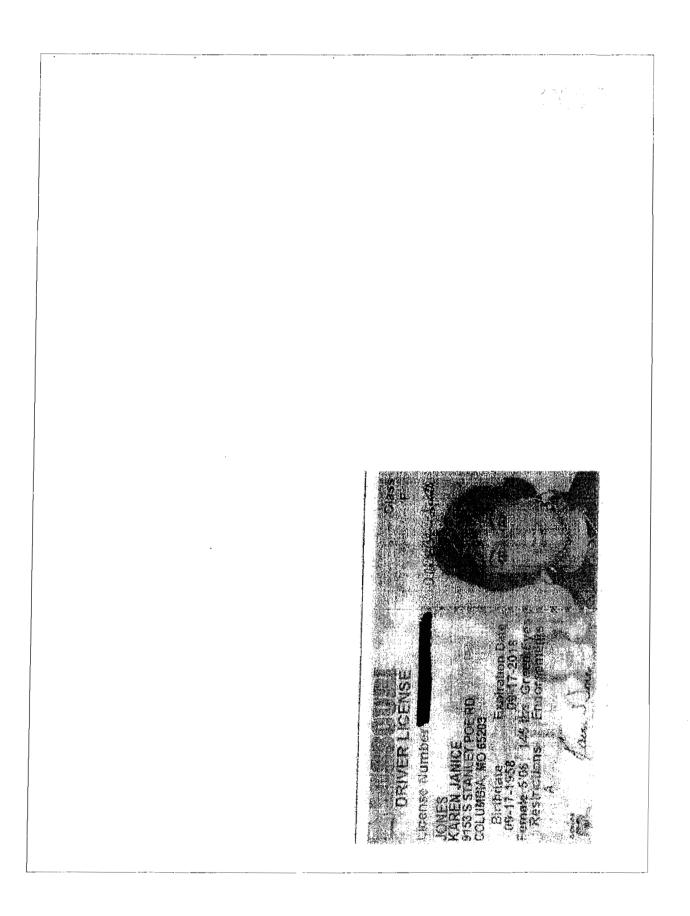
Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was Karen J. Jones. Karen J. Jones has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Deed recorded at Book 2876, Page 128, Boone County Records, and other supporting documentation are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of the record before the Commission, is satisfied that Karen J. Jones is the owner of the subject property and as such is entitled to the total surplus of \$8,622.92, and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to Karen J. Jones in the amount of \$8,622.92 via check payable to Karen J. Jones in that amount.

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		(* THE	
		4/3 SOURI	
	ľ	NICOLE GALLOWAY, CPA	
		BOONE COUNTY TREASURER	
		SURPLUS CLAIM MUST BE SIGNED BY ALL PARTIES AND	ναταριζέρ
V.	AREN JANICE JONE		
owner sale o descri	of the property listed below, hereb onducted by the Boone County Col	by claim the surplus amount of \$ liector on August 26, 2013. I affirm that arty was sold at the tax delinquency sale	I am/was the legal owner of the below
• • •	The Boone County Treasurer process Claimants may be called to testify dir	al right of property redemption within statutory I ses surplus claims without charge ectly to the Boone County Commission before s Jornitted, and additional information might be r	surplus claim is approved
Proper	ty: Parcel # 20-603-23-00-003.04		
Deede at NW \$10°2 238.0′; 26.25′; 460.0′;	cor of Sec 23 as shown by Sur Book 6'00''W, 563.35' to the POB; thence ; thence S23° 25'00''E, 494.0' to a j , said curve having a chord which be	T47N R13W being part of tract desc by WI k/Page 1728-370; thence along lines of si e continuing along said lines, S10°26'00" point in Stanley Poe Rd; thence along non- ears S32°56'15"W, 26.10'; thence S22°3 point on W line of said Sec 23; thence alo 21.30' to POB	aid Sur S87°28′00″E, 200.0′; thence W, 288.95′; thence S27°05′00″E, tangent 72.28′ radius curve to the left, 32′00″W, 40.0′; thence N31°30′00″W,
Current	mailing address:		
91	53 5 STANLEY P	OF ROAN	
Street			Apt #
Cox	4mBIA	MISSOURI	45203
City		State	Zip
	ecurity Number		
	License/State ID Number		
Daytime	Telephone Number(s) <u>573</u>	2.8 1369	· · · · · · · · · · · · · · · · · · ·
1			al-losis
Signature	(alla Displan		/ 5/ C017.5
State of County of	Missouri Bosn ~		
On this	5th September	_ in the year <u>2013</u> , before me, the unde	be the person(s) whose name(s) is/are
witness w	hereof, I hereunto set my hand and off	icial seal.	50
		1 ans	y My ay
.			
YOU MUST	INCLUDE A PHOTO COPY OF DRIVER'S	801 E. Walnut Rm. 205, Columbia, MO 6520: <u>5 LICENSE(S) OR STATE ID(S)</u> . will be issued and mailed to address above.	NANCY M. RAY
		BOONE COUNTY GOVERNMENT CENTER	Notary Public - Notary Seal State of Missouri
		801EAST WALNUT STREET, ROOM 205 COLUMBIA, MISSOURI 65201	County of Boone County of Boone My Commission Expires March 27, 201 Commission #13406072





ACIVILGROUP

CIVIL ENGINEERING . PLANNING . SURVEYING

May 29, 2013

LEGAL DESCRIPTION KAREN JONES PROPERTY PARCEL# 20-603-23-00-003.04 01

Owner: Karen Jones Sec 23 T47N R13W

A tract of land located in the NW qtr of sec 23, T47N, R13W, Boone County, MO, and containing 2.7 acres, m/l, being part of tract described by the warranty deed rec in bk 2876, pg 128 and being further described as follows:

Commencing at the NW cor of sec 23 as shown by survey rec bk 1728, pg 370; thence along lines of said survey, S87°28'00"E, 200.00 feet; thence S10°26'00"W, 563.35 feet to the point of beginning; thence continuing along said lines, S10°26'00"W 288.95 feet; thence S27°05'00"E, 238.00 feet; thence S23°25'00"E, 494.00 feet to point in Stanley Poe Rd; thence along non-tangent 72.28-foot radius curve to the left, 26.25 feet, said curve having a chord which bears S32°56'15"W, 26.10 feet; thence S22°32'00"W, 40.00 feet; thence N31°30'00"W, 460.00 feet; thence N75°44'05"W, 132.51 feet to point on W line of said sec 23; thence along said line, N02°24'20"W, 590.19 feet; thence leaving said line, S87°02'30"E, 121.30 feet to the point of beginning.



3401 BROADWAY BUSINESS PARK CT., SUITE 105 COLUMBIA, MISSOURI 65203 PHONE : 573-817-5750 FAX : 573-817-1677 From:Spencer Haskamp <spencer@acivilgroup.com>To:Cheri Sapp <CSapp@boonecountymo.org>CC:Jay Gebhardt <jay@acivilgroup.com>, Patricia Lensmeyer <PLensmeyer@boone...</th>Date:6/4/2013 11:09 AMSubject:Re: legal for parcel 20-603-23-00-003.04 Jones, Karen JAttachments:BOCR13-04 JONES FINAL LEGAL & INVOICE.pdf

Attached is the final legal and invoice for this parcel, please let me know if you need anything else.

Spencer Haskamp Project Manager A Civil Group 3401 Broadway Business Park Ct, Suite 105 Columbia, MO 65203 T (573) 817-5750 F (573) 817-1677 www.acivilgroup.com www.acghomeandbuildinginspection.com

On Wed, May 29, 2013 at 10:28 AM, Cheri Sapp <CSapp@boonecountymo.org>wrote:

> Good morning Spencer,

> The attached search is for 2.90 acres of 5.26 acres deeded to Ms. Jones in

2006. In 2011 A Civil Group wrote a description for the other 2.36 acres

2000. In 2011 A OWN Group whole a description for the other 2.00 acts of this dead. I deally be any if that is less as not but the useby lid many that

> of this deed. I don't know if that helps or not but thought I'd pass that

> along to you.

> As always, if you have any questions don't hesitate to call.

>

> Thanks!

> Cheri

>

>

>

JONES KAREN J

20-603-23-00-003.04

Property Information		
Property Location (Situs Address) S STANLEY POE RD		

Legal Description	PT WPT NW (PT SEPT SUR 1728- 370)	RECEIVED
EP Initial if legal description matches description on delinguent statements. If		MAY 2 4 2013
not, explain discrepancies in Additional Info.		BOONE COUNTY COLLECTOR

Vesting Deed	
Name of Owner(s)	JONES KAREN J
Address	9153 S STANLEY POE RD, COLUMBIA MO 65203-9643
Title Taken By	MISSOURI GENERAL WARRANTY DEED
Date of Deed	01/12/2006
Date Recorded	01/12/2006
Book/Page	2876/128
Address Correction	

Open Deed(s) of Trust

First Deed of Trust	BOULEVARD BANK	
Lender's Address	10 SOUTHHAMPTON DR EAST, COLUMBIA, MO 65203	
Deed of Trust Date	1/7/2009	
Date Recorded	1/15/2009 10:24:24 AM	
Book/ Page	3413/38	
Loan Amount	\$17,240.16	
Assigned To		
Date Assigned		

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

/Lien Search Company

Signature of Searcher	Minet But
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/15/2013

True Line Title Company 110 E Ash Street Columbia, MO 65203

JONES KAREN J

20-603-23-00-003.04

Additional Liens

Special Assessments	
Tax Bill #	
Address	

Federal Tax Liens	
Date	
Address	

State Tax Liens	
Date	
Address	

Mechanics Liens	
Date	
Address	

Judgments	CAPITAL ONE BANK
Date	05/12/2008
Address	9300 DIELMANN INDUSTRIAL DRIVE, STE 100, SAINT LOUIS, MO 63132
Case #	08BA-CV00730-01

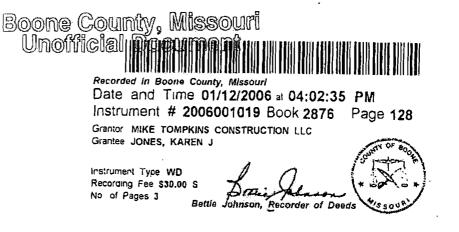
Judgments	TOWER LOAN OF MISSOURI INC D/B/A TOWER LOAN OF		
	COLUMBIA		
Date	08/13/2010		
Address	2600 FORUM BLVD, STE A, COLUMBIA, MO 65203		
Case #	10BA-CV01541-01		

Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	

Additional Information



True Line Title Company 110 E Ash Street Columbia, MO 65203



Boone-Central Title Company File No. 0610015

Missouri General Warranty Deed

This Indenture, Made on 12th day of January, 2006, by and between

Mike Tompkins Construction, LLC, a Missouri Limited Liability Company, as GRANTOR, and

Karen J. Jones, A Single puss as GRANTEE, whose mailing address is: 2001 Holly Avenue #7 Columbia MD 65202

Property Address: 9153 Stanley Poe 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:

See EXHIBIT "A" attached hereto and made a part hereof.

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 m 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 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.



GOONE COUNTY MO JAN 1 2 2006

EXHIBIT "A"

A tract of land containing 5.26 acres, more or less, located in the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-two (22), and in the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-three (23), both in Township Forty-seven (47) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, said tract of land being a part of the survey recorded May 21, 2001 as Document No. 11414 in Book 1728, Page 370, Records of Boone County, Missouri, and being more particularly described as follows:

Starting at the northeast corner of said Section 22; thence along the lines of the survey recorded in Book 1728, Page 370: South 87 degrees 28' 00" East, along the north line of said Section 23, 200.00 feet, and South 10 degrees 26' 00" West 563.35 feet to the point of beginning.

From the point of beginning, continuing along the lines of said survey: South 10 degrees 26' 00" West 288.95 feet, South 27 degrees 05' 00" East 238.00 feet, South 23 degrees 25' 00" East 494.00 feet, along a 72.284 foot radius curve to the left 26.25 feet (chord = South 32 degrees 56' 15" West 26.10 feet), and South 22 degrees 32' 00" West 40.00 feet; thence North 31 degrees 30' 00" West 460.00 feet; thence North 75 degrees 44' 05" West 332.35 feet; thence North 2 degrees 27' 00" East 551.00 feet; thence South 87 degrees 02' 30" East 316.45 feet to the point of beginning.

Boone County, Missourie county no JAN 1 2 2006 Unofficial Document

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

Mike Tompkins Construction, LLC, a Missouri Limited Liability Company

By Mike Tompkins, Member

State of Missouri

County of Boone

On this day of 400, 2006, before me, appeared Mike Tompkins, Member, to me personally known, who being by me duly sworn, did say that he/she is the Member of Mike Tompkins Construction, LLC, a Missouri Limited Liability Company, and that said instrument was signed on behalf of the Company, and said Mike Tompkins, Member, acknowledged said instrument to be the free act and deed of said Company.

SS:

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:

MARY JO EDMISTON Notary Public - Notary Seal STATE OF MISSOURI County of Boone My Commission Expires January 9, 2008

479 -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	October Session of the October Adjourn	ned Term. 20 13
County of Boone		
In the County Commission of said county	r, on the 24th day of	October 20 13

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 by the Sheriff's Department to hire an Investigator, position #64, above the salary range mid-point at 106%. It is further ordered the Commissioners are hereby authorized to sign the Request to Hire Above Salary Range Mid-point form.

Done this 24th day of October, 2013.

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

llo an

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

REQUEST TO HIRE ABOVE SALARY RANGE MID-POINT BOONE COUNTY

 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. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form. 				
Name of prospective employee Anthony Perkins Department SHERIFF'S DEPT. – Operations				
Position Title_InvestigatorPosition No64				
Proposed Starting Salary (complete one only) Annual:% of Mid-Point OR Hourly:% of Mid-Point No. of employees in this job classification within your Department? Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level): <u>Anthony Perkins has worked with our department since 07/12/99 to present as a deputy; he also</u> <u>has attended specialized training to become a DARE/SRO Officer, and Background Investigator. He was promoted to</u> <u>Investigator during the interview process. Anthony's experience with our department is invaluable and will benefit</u> him as he takes on the added responsibility of investigator.				
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: <u>This salary is derived by looking at the</u> <u>newest investigator. Anthony will be moved lower than difference in ranges but we feel this is equitable; he will be</u> <u>hired in lower than the newest investigator.</u> What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? <u>This will not affect any other employee</u> Additional comments: This increase is \$1.41 less than the investigator who vacated the position at the end of July.				
Administrative Authority's Signature: Date:				
Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).				
Human Resource Director's Recommendations:				
Human Resource Director's Signature:Date:Date:				
County Commission Approve Deny Comment(s): Approve Deny				
Presiding Commissioner's Signature: Date: Date: Date: Description District I Commissioner's Signature: District II Commissioner's Signature: District II Commissioner's Signature: Date: Date: Description Date: Description Date: Description Description Date: Description Description <td< td=""></td<>				

For Azenda 10122113

80-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	October Ses	sion of the Octo	ber Adjourr	ned	Term. 20	13
County of Boone						
In the County Commission of said	county, on the	24th	day of	October	20	13
the following, among other proceedings, were had, viz:						

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Agreement between the Boone County Sheriff's Department and the City of Columbia for access to the License Plate Recognition data stored on County controlled computer equipment.. The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 24th day of October, 2013.

TEST:

Wendy S. Noren Clerk of the dounty Commission

Daniel K. Átwill

Presiding Commissioner

M. Ole .

Karen M. Miller District I Commissioner

Janet M. Thompson **District II Commissioner**

COOPERATIVE AGREEMENT LICENSE PLATE RECOGNITION DATA

THIS AGREEMENT dated the 24th day of OCTOBER, 2013, is entered into by and between Boone County, Missouri, the Boone County Sheriff's Department (hereinafter "County"), and the City of Columbia, Missouri (hereinafter "City" or "Agency"):

WHEREAS, County maintains data on its servers retrieved through its deployment of Automated License Plate Recognition (LPR) Equipment in accordance with the policies and procedures adopted by the Boone County Sheriff; and

WHEREAS, law enforcement activities can be enhanced through the appropriate use of said LPR data; and

WHEREAS, Agency has the technical ability to limit dissemination of LPR data to only those members of law enforcement given clearance to access said data by the Agency for legitimate, law-enforcement purposes.

NOW, THEREFORE, it is agreed by and between the parties as follows:

- 1. LPR DATA. For purposes of this Agreement, LPR data is the electronic information stored on County-controlled computer equipment which can be accessed via the ELSAG Operational Center server software. (ELSAG is the manufacturer of the ALPR system operated by County.)
- 2. **PROVISION OF INFORMATION.** County agrees to provide access to its LPR data to Agency in order to allow Agency to inquire and update the "hot list" feature of the LPR system in accordance with the then-existing policies and procedures adopted by the Boone County Sheriff's Department. City agrees to provide the transitory data obtained via its mobile units to the County's servers on a regular schedule and further agrees that all data obtained by its mobile units shall be retained only for so long as is appropriate to ensure transmission to the County's servers.
- 3. USE OF INFORMATION. Agency agrees to use LPR data only to assist Agency with legitimate, law-enforcement activities and will not further disclose or reproduce said information to any third party. Agency agrees to restrict the updating of "hot list" data to only those Agency personnel trained on entering and updating "hot list" data. If Agency identifies LPR data that is relevant to a criminal investigation, Agency will cause a copy of that data to be made a part of its investigative file. Agency understands that data maintained on the LPR data servers will not be routinely flagged as part of any investigative file, and that any data that is to be part of an investigative file must be copied from the LPR data server and memorialized as part of that separate investigative file which is maintained by Agency.
- 4. **OWNERSHIP OF DATA.** At all times the LPR data maintained on County's servers shall remain the property of, and under the control of, County. All data obtained by City shall be transitory data and no data shall be maintained by City.
- 5. **SAFEGUARDING OF INFORMATION.** Agency agrees to use appropriate safeguards to prevent use or disclosure of the LPR data by anyone not associated with the Agency who does not have a legitimate, law-enforcement purpose and authority to access the same. Agency agrees to

report any unauthorized access to said LPR data to County within a reasonable time after learning of any such unauthorized access. Further, Agency agrees that it will not be maintaining any records by virtue of its operation of the mobile units, as all data obtained via said mobile units is transitory in nature as it will be transmitted to the County's servers as soon as is practicable.

- 6. **DATA ACCEPTED "AS IS".** Agency accepts the LPR data from County "as is" without warranty of any kind, either express or implied. County is under no obligation to provide maintenance of the LPR data, and shall not be responsible for providing maintenance or for informing Agency that maintenance has been performed on the LPR data, or that the information provided in the LPR data has been updated or in any fashion changed. The entire risk of the quality of the LPR data is with Agency.
- 7. LPR POLICIES AND PROCEDURES. Agency acknowledges and agrees that the Boone County Sheriff may revise its policies and procedures relating to LPR equipment and data, and that those revisions may impact on Agency's ability to access data or update "hot list" information under this Agreement.
- 8. **TERM.** The term of this Agreement shall begin immediately upon execution of the same for a period of one (1) year, and shall automatically renew for successive periods of one (1) year if not terminated as provided for herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least ninety (90) days in advance of the intended termination date.
- 9. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
- 10. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Agency. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
- 11. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
- 12. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
- 13. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
- 14. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

15. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF COLUMBIA, MISSOURI

By: Mike Matthes, City Manager

-13 10-8 Dated:

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nandy Thompson, City Counselor

BOONE COUNTY, MISSOURI

By: Daniel K. Atwill, Presiding Commissioner

10-24-13 Dated:

ATTEST ren nut Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

C.J. Dyknouse) Boone County Counselor

BOONE COUNTY SHERIFF'S

DERARTMENT By: Dwayne Carey, Sheriff

	Introduced by	McDavid	-
First Reading	9-16-13	Second Reading	10-7-13
Ordinance No.	021850	Council Bill No.	B 284-13

AN ORDINANCE

authorizing a cooperative agreement with Boone County, Missouri and the Boone County Sheriff's Department to govern the use, storage and disclosure of Automatic License Plate Recognition (ALPR) data; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County, Missouri and the Boone County Sheriff's Department to govern the use, storage and disclosure of Automatic License Plate Recognition (ALPR) data. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this <u>7</u>th day of <u>October</u>, 2013.

ATTEST:

City Clerk

APPROVED AS TO FORM:

ounselor.

Mayor and Presiding Officer

021850

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI	October Ses	sion of the Octob	oer Adjourn	ned	Term. 20	13
County of Boone						
In the County Commission of said count	y, on the	24th	day of	October	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between Boone County and the Missouri River Communities Network to coordinate efforts regarding the sub-grant requirements; promoting cooperation, defining duties relating to stormwater education and providing outreach activities in Sunrise Estates. The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 24th day of October, 2013.

ATTEST:

Wendy S. Noren Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

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Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

Agreement

Between Boone County, Missouri

And

Missouri River Communities Network

ON THIS <u>**24**</u> day of <u>October</u>, 2013, this Agreement is entered into by and between Boone County, Missouri (hereinafter referred to as "County") and the Missouri Rivers Communities Network (hereinafter referred to as "MRCN").

WHEREAS, the Missouri River Communities Network (MRCN) and Boone County Stormwater Program share common goals to empower our citizens with the information and skills needed to improve water quality and the health of the aquatic life in Hinkson Creek and other urbanized streams in Columbia/Boone County; and

WHEREAS, it is believed by the parties that much of the flooding and water quality problems in the area come from established developments that were built in the 1950-1990s and a need was identified in the Hinkson Creek Watershed Management Plan to retrofit subdivisions throughout Columbia; and

WHEREAS, it is anticipated that retrofits may help attenuate peak flows, reduce pollution and protect the receiving streams; and

WHEREAS, in January 2010, members from MRCN and Boone County stormwater program submitted a proposal under Section 319 of the Clean Water Act, through the Department of Natural Resources, requesting funding for the project titled "Urban Stormwater Retrofit and BMP Validation in Hinkson and Bear Creek Watersheds;" and

WHEREAS, this project was selected for funding in fall of 2010, with a project period of March 1, 2011 through April 30, 2014.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1. **Purpose:** The purpose of this agreement is to coordinate efforts between Boone County and the MRCN with respect to the subgrant requirements. This agreement is entered into by each party to promote cooperation, to define the duties for each entity as they relate to stormwater education, and to provide outreach activities in Sunrise Estates.
- 2. Effective Date: This agreement is made and entered into upon the date both parties indicate acceptance by affixing the appropriate signatures, and shall remain in effect until terminated pursuant to article 4 of this agreement or when the not to exceed amount has been reached, whichever first occurs.

3. **County Agreements:** Boone County agrees to provide a timely review of invoice documentation and dispersal of funds for work completed by the MRCN.

4. MRCN Agreements: MRCN agrees to:

- A. Conduct 3 workshops workshops must include the following topics: rain barrel construction and installation, tree planting. Three months prior to the workshop, MRCN will provide the topic, venue, draft agenda and speakers for the workshop. Two months (8 weeks) prior to the workshop, MRCN will provide the curriculum, flier or notification, and confirmation of speakers. If planting materials are needed, a planting request must also be submitted to the project manager. MRCN will be responsible for all food and beverages, signin sheets, printing of handouts, taking photos of the event, collating pre and post surveys, venue clean-up, and equipment rentals.
 - i. Two weeks after the workshop, MRCN will submit the following to the project manager: Photos of the workshop and each type of practice installed, 10 copies of all workshop handouts including agenda, fliers, curriculum, and brochures/fact sheets and any pre-post event surveys. Workshops should target at least 25 adult residents at a minimum.
- B. Installation of 40 rain barrels MRCN will insure that at least 40 rain barrels are installed during the grant project period. Each homeowner that receives a rain barrel must attend a workshop and pay \$20 to offset the cost of materials. Each practice must have a homeowner signed maintenance agreement provided by the County.
- C. Plant 26 trees MRCN will insure that at least 26 trees are properly planted during the grant project period. Each homeowner that receives a tree must attend a workshop and sign a maintenance agreement provided by the county. If plant materials or mulch is needed, a planting request must be submitted in writing to the project manager 8 weeks in advance of the event.
- D. Work with the County Stormwater Educator to develop 1 newsletter for the Residents of Sunrise Estates original content shall be developed by MRCN and not duplicative of web pages or other pre-printed material. Newsletters should focus on the project goals, spotlight community features or new product use, upcoming events, monitoring reports, stormwater topics, or ways to reduce nonpoint source pollution. A pre development meeting with the stormwater educator is required. If MRCN is unable to produce a professional looking newsletter, due to software challenges, then the content must be submitted to Boone County 6 weeks prior to printing/distribution. All newsletter material must be reviewed and approved by the Homeowner Association, Boone county educator and the DNR project manager.

- E. Develop photo journals A CD or jump drive will be submitted to the Boone County project manager. The CD will include all pictures taken at events, including all practices installed and post installation (once the plants are blooming). Each picture must include a word document and include an identifying caption stating the event and/or practice, names of all people in the photo, and address of the homeowner or practice and date of the picture.
- F. Provide the required documentation for work completed under the grant, and ensure that all work is invoiced to Boone County no later than April 1, for the previous year's activities. 2011 and 2012 grant related expenses for workshops and training that follow the units of service and meet reporting requirements may be invoiced once the agreement is signed.

Attend staff meetings when scheduled by the Stormwater Coordinator. Attendance at meeting may be billed at an hourly rate of \$22.34.

- G. Payment: MRCN shall bill the County for progress under this Agreement at agreed-upon milestones no more than once per month. The total contract pricing shall not exceed Nine Thousand Eight Hundred Sixteen Dollars and Thirty-eight Cents (\$9,816.38).
- 5. Termination of Agreement: This Agreement shall become effective when signed by all parties, and shall remain in effect until canceled and terminated by mutual consent, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention sixty (60) days prior to the date of the cancellation setting forth the reasons and conditions of said termination. In case of termination, both parties shall develop a schedule of actions and timeliness for providing the services of this agreement.

Executed by Boone County this 7 day of October Executed by MRCN this 7 day of Transfer . 2013. Executed by MRCN this _____ day of _ 2013.

MISSOURI RIVER COMMUNITIES NETWORK

By:

Printed Name/Title: Tohnsk

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST: Wendy S. Noren, County Clerk

APPROVED AS TO FORM: CJ Dy ise, County Counselor

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.)

_____/0/21/13_____ Date 2140-71100 **Appropriation Account** Signature

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI County of Boone	October Session of the October Adjourned	Term. 20 13
In the County Commission of said county, or	the 24th day of Octo	ober 20 13

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, October 24, 2013, at 4:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 24th of October, 2013.

ATTEST: Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

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Karen M. Miller District I Commissioner

Janet M.Thompson District II Commissioner