564-2023

STATE OF MISSOURI

ea.

December Session of the October Adjourned

**Term. 20** 23

**County of Boone** 

In the County Commission of said county, on the

7th

day of December

**20** 23

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 and Bill and Sale for the Boone County Sheriff's Office's K-9 "Zeke".

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

Done this 7<sup>th</sup> day of December 2023.

TVEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

Commission Order #5642023

### AGREEMENT AND BILL OF SALE

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Brandon Weber, herein "Transferee"

WHEREAS, Boone County Sheriff's Office K-9 "Zeke" has attained an age where the Sheriff has determined that he shall be retired from service; and

WHEREAS, Brandon Weber, a Boone County Deputy Sheriff, is Zeke's former handler; and

WHEREAS, Brandon Weber possesses the knowledge and training appropriate to handle and otherwise care for Zeke in Zeke's retirement from active service; and

WHEREAS, Brandon Weber is able to provide for the nutrition, hydration, veterinary care, and other care that Zeke requires; and

WHEREAS, it is in the County's interest to transfer all right, title, and interest in the retiring K-9 in order to remove Zeke from the County's property inventory and transfer the care and feeding costs associated with the K-9 to a willing transferee; and

WHEREAS, Brandon Weber has agreed to accept Zeke and provide for his care and nourishment;

NOW, THEREFORE, in consideration of the parties performance of the respective obligations contained herein, the parties agree as follows:

- 1. All right, title, and interest in the BCSO K-9 "Zeke," is hereby transferred to Brandon Weber.
- 2. Transferee agrees to provide for Zeke's care and nourishment, including the costs of the same.
- 3. Transferee accepts the K-9 in "as-is" condition and accepts total responsibility for the K-9.

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

TRANSFEREE:

BRANDON WEBER

Dated: 12-5-23

### **BOONE COUNTY:**

By:	150	111_	
	1	100	

Kip Kendrick, Presiding Commissioner

Attest:

Brianna L. Lennon, Boone County Clerk

APPROVED:

Dwayne Carey, Boone County Sheriff

Approved as to legal form:

C.J. Dykhouse, Boone County Counselor

Received and Accepted for Inventory and Audit Purposes:

Kyle Rieman by 5 Kyle Rieman, Boone County Auditor



STATE OF MISSOURI

} ea.

December Session of the October Adjourned

**Term. 20** 23

**County of Boone** 

In the County Commission of said county, on the

7th

day of December

**20** 23

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

Now on this day, the County Commission of the County of Boone does hereby set aside the Annual Salary Maximum set out in the Salary Plan adopted in Commission Order 563-2022 for the FY2024 budget year.

Done this 7th day of December 2023.

ATTEST

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

**Presiding Commissioner** 

Justin Aldred

District I Commissioner

Janet M. Thompson



STATE OF MISSOURI

} ea.

December Session of the October Adjourned

**Term. 20** 23

**County of Boone** 

In the County Commission of said county, on the

7th

day of December

**20** 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Animal Control Cooperative Agreement with the City of Hallsville.

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

Done this 7<sup>th</sup> day of December 2023.

ATTEST

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

**Presiding Commissioner** 

Justin Aldred

District I Commissioner

Jane M. Thompson

# Animal Control – Limited Services Cooperative Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_day of \_\_\_\_\_, 2023, by and between the County of Boone, State of Missouri through the Boone County Commission (herein "County") and the City of Hallsville, a municipal corporation within the County of Boone, State of Missouri (herein "City");

#### WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted its own Animal Control ordinances enforced by the Hallsville Police Department; and

WHEREAS, Hallsville Police Department desires some assistance from the animal control officials from County's jointly operated Public Health and Human Services

Department (PHHS) in the enforcement and implementation of Hallsville's ordinances, and

WHEREAS, County's PHHS staff is available to assist Hallsville Police Department in certain aspects of its animal control program as specified herein, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

### 1. County Agreements:

- A. County agrees to respond to calls for assistance from Hallsville PD for animal control services at the anticipated services levels set out in Exhibit A.
- B. County through PHHS shall keep and maintain records and reports relating to the impoundment activity provided by PHHS and provide City with copies of the same upon request or as mutually deemed appropriate.
- C. County will retain fees, if any, by way of boarding fees and/or

impoundment fees.

### 2. City Agreements:

- A. City, by and through its police department, will administer its own animal control codes through responding to calls for service, the issuance of citations, investigation of cruelty cases, etc.
- B. For the term of this contract, October 1, 2023, through September 20, 2024, City agrees to pay County a rate of \$46.84 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. City will also be responsible for any medical expenses incurred for any animal impounded or otherwise transferred to PHHS under this agreement. However, the total reimbursement shall not exceed \$2,000.00 unless this contract is amended. The City will be reimbursing for services rendered herein and paid on a quarterly basis.
- C. City, by and through its police department, will administer its own animal control codes through the issuance of citations, investigation of cruelty cases, etc.
- **3. Term:** This is a one-year contract that will not automatically renew. If the parties wish to continue services beyond September 30, 2024 they will enter into a new, written agreement.
- 4. **No Assignments or Modifications:** This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.
- 5. **Binding on successors:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

CITY OF HALLSVILLE:
By: Mayor
ATTEST:
City Clerk The Trong Daple
Approved as to form:
City Attorney
BOONE COUNTY, MISSOURI:
By: Kendrick Presiding Commissioner
ATTEST:  Brianna Lennon, County Clerk
AUDITOR ACKNOWLEDGEMENT FOR BUDGET PURPOSES:
Kyle Rieman Boone County Auditor
Approved as to form:  C.J. Dykhouse, County Counselor

#### Exhibit A

# Hallsville Animal Control – Limited Service Cooperative Agreement Anticipated Levels of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Service expectations: County will respond to animal control service requests from Hallsville Police Department only; County will not respond to calls directly from citizens of Hallsville. County Animal Control Officers will meet Hallsville PD officers at a mutually agreed-upon location within the City of Columbia to receive and accept any dog that Hallsville PD has impounded. Any dog accepted by County will be thereafter handled in accordance with County's policies and procedures for impounded animals and Hallsville PD will communicate to any interested party that further contacts regarding the release of their dog should be directed to County's Animal Control Officers.

Emergency response: When possible, and upon request from Hallsville PD, County will assist Hallsville PD with emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces as quickly as resources allow.



**STATE OF MISSOURI** 

} ea.

December Session of the October Adjourned

Term. 20

**County of Boone** 

In the County Commission of said county, on the

7th

day of December

**20** 23

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

Now on this day, the Boone County Commission takes up the disposition of the 2022 tax sale surplus relating to Parcel 04-511-00-06-002.00:

Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale as part of a redemption or after the expiration of the applicable redemption period. In this instance, the owner of record at the time the subject property went to tax sale was **Gabriel Tilton**, per the vesting deed at Book 4387, Page 58, Boone County Records. The owner of record has assigned the tax sale surplus to the Boone County Collector as part of his redemption of the property. The other documentation which support of this claim is 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 this record, is satisfied that **Gabriel Tilton** is entitled to assign the total surplus of \$9,033.75 to the Boone County Collector as part of his redemption of the subject property 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 the surplus via assignment to **the Boone County Collector**, assignee of the owner of record, in the amount of \$9,033.75, in a manner mutually-agreed to by the County Collector and County Treasurer, in order to facilitate **Gabriel Tilton's** redemption of the subject property pursuant to RSMo §140.340.

Done this 7<sup>th</sup> day of December 2023.

ATTEST

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

**Presiding Commissioner** 

Justin Aldred

District I Commissioner

Janet M. Thompson



# Boone County Treasurer SURPLUS CLAIM

I, Gabriel Tilton, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus of \$9,033.75 resulting from the delinquent tax certificate sale conducted by the Boone County Collector on August 22, 2022. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the delinquent tax certificate 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

First Party

Social Security Number:

Driver's License/State ID Number:

Daytime Telephone Number(s):\_\_\_\_

- 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

ALL PARTIES MUST SIGN AND NOTARIZE ON FOLLOWING PAGE

Second Party

Social Security Number:

Driver's License/State ID Number:

Daytime Telephone Number(s):

BOONE COUNTY GOVERNMENT CENTER
801EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER



	/)	11	1/)	
0	W	111	NU	
/ ()	alle	11/7	TX/	$\rightarrow$

× 11-15-7023

State of Missouri County of Boone	
On this 18th day of November appeared Gabriel Tilton	in the year <u>2023</u> , before me, the undersigned notary public, personall known to me to be the person(s) whose
,	nent and acknowledged that he/she/they executed the named for the purpose
therein contained. In witness whereof, I hereu	
BARBARA S WEAVER Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires: Jan.27, 2025 Commission # 13432972	Barliara & Weaver
Second Party Signature	Date
State of	
County of	
On this day of appeared	in the year before me, the undersigned notary public, personally known to me to be the person(s) whose
name(s) is/are subscribed to the within instrum therein contained. In withess whereof, I hereur	nent and acknowledged that he/she/they executed the named for the purposes nto set my hand and official seal.
	Notary Public

- Return this form to Boone County Treasurer's Office.
- MUST include a photocopy of all driver's licenses or state IDs.
- Once form and documentation are received and verified, a check will be issued and mailed to the above mailing address.



Parcel Number: 04-511-00-06-002.00



Property Address: 605 S Allen St

# ASSIGNMENT OF TAX SURPLUS TO BOONE COUNTY COLLECTOR FOR REDEMPTION PURPOSES

Legal Description: L3 Block "A" Lynnhurst Addn as WD Book/Page 4387/58 states Plat Book/Page 2/2S)	s shown in Plat Book/Page 2/25 (scrivener's error in
Sec 15 T51 R11	'
Owner(s) of Record: Gabriel Tilton	2 /
Current Mailing Address: 605 & Allen	Cartailia MO 65740
SSN: Driver's License/S	
Pursuant to the provisions of RSMo Sec. 140.230 the of record of the subject property sold at the 2022 del 22, 2022, wish to assign the tax sale surplus in the an County Treasurer to the Boone County Collector a understand that I have a priority right to use these tax the first one-year period following the delinquent tax a Collector's Deed. I understand that I must remit the addition to the surplus to accomplish this redemption remit to the County Collector, on my behalf and for n redemption efforts pursuant to which I desire to redee	inquent tax sale auction which took place on August mount of \$9,033.75 currently being held by the Boone is part of my redemption of the subject property. It sale surplus funds for my redemption efforts only for a sale auction; or, until the tax sale purchaser acquires the appropriate sums to the Boone County Collector in the Interest authorize the Boone County Treasurer to my account, the tax sale surplus as part of my owner's
STATE OF MISSOURI )	
COUNTY OF BOONE )ss	
SUBSCRIBED and sworn to before me a note	ary public, this 15th day of November,
BARBARA S WEAVER Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires: Jan.27, 2025 Commission # 13432972	Notary Public  Notary Public    1/15-23   Collector's Office: Signature and Date

## **Property Information**

Property Location (Situs Address)	605 S ALLEN ST
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Legal Description	LYNHURST ADDITION LOT 3 BLK A	RECEIVED
FB Initial If legal description matches description on delinquent statements. If		JUN - 7 2022
not, explain discrepancies in Additional Info.		BOONE COUNTY COLLECTOR

### **Vesting Deed**

Name of Owner(s)	TILTON GABRIEL
Address	10321 INTERSTATE 70 DR NE, COLUMBIA MO 65202-7782
Title Taken By	WARRANTY DEED
Date of Deed	12/24/2014
Date Recorded	12/30/2014 4:34:19 PM
Book/Page	4387/58
Address Correction	

### Open Deed(s) of Trust

First Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
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	1 aun Av
Searcher (print)	CABRIE BELLINGHAUSEN
Date Searched	05/31/2022

True Line
Title Company

Page 1 of 2

True Line Title Company

#### **Additional Liens**

	Additional Liens
Special Assessments	
Tax Bill #	
Address	
Special Assessments	
Tax Bill #	
Address	
Federal Tax Liens	
Date	
Address	
State Tax Liens	
Date	
Address	
Mechanics Liens	
Date	
Address	
	<u> </u>
Judgments	JPMORGAN CHASE BANK NA
Date	03/19/2021
Address	707 N 2 <sup>ND</sup> ST., STE 306, ST. LOUIS, MO 63102
Case #	21BA-CV00396
	1
Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	
Cuyu n	1

**Additional Information** 



# Boone County,

Recorded in Boone County, Missouri

Unofficial [

Date and Time 12/50/2014 at 04:34:19 PM Instrument #: 2014024407 Book: 4387 Page: 58

Grantor: FANNIE MAE Grantee: TILTON, GABRIEL

Instrument Type: WD Recording Fee: \$27.00 S

No. of Pages: 2

lie Johnson, Recorder of Deeds

### SPECIAL WARRANTY DEED

This Deed is made and entered into this_	44	_day of _	1800	, 2014
by and between Fannie Mae A/K/A Federal Natio		age Assoc	ciation organ	ized and
existing under the laws of the United States of Ar	nerica By l	Millsap &	Singer, LLO	C, as Attorney
in Fact of the County of Dallas, State of Texas, w	hose addre	ss is P.O.	Box 650043	3, Dallas, TX
75265-0043, hereinafter collectively referred to a	s "Grantor'	", and		

of the County of \_\_\_\_\_, State of WSNUK hereinafter referred to as "Grantee". The mailing address of the Grantee is: WS PIUN St. Centralia WO USZUO

WITNESSETH, that the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee, the following described lots, tracts or parcels of land lying, being and situated in the County of BOONE and State of Missouri, to-wit:

Lot Three (3) in Block "A" of Lynnhurst Addition, as shown by the plat recorded in Book Plat Book 2 page 2S, Records of Boone County, Missouri.

Subject to easements, conditions, restrictions and limitations of record.

To have and to hold the same; together with all rights and appurtenances to the same belonging, unto the said Grantees, and to His/Her successors and assigns. The said Grantor hereby covenanting that it and the successors and assigns of such Grantor shall

# Boone County, Missouri 1000 DEC 3 0 2014

and will WARRANT ANIMATED THE COLOR TO THE SUCCESSORS and assigns of such Grantee forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the calendar year 2014 and thereafter and special taxes becoming a lien after the date of this deed.

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALES PRICE OF GREATER THAN \$ 9387.60 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$ 9387.60 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE. THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this instrument to be signed on the day and year first above written.

Grantor:	Fannie Mae A/K/A Federal National Mortgage Association
	By: Millsap & Singer, LLC., as Attorney in Fact, pursuant to powers conferred by the
	By: Millsap & Singer, LLC., as Attorney in Fact, pursuant to powers conferred by the Limited Power of Attorney recorded BY 3605 Pg 69.
_	

Mary-Kathleen Kearns.

Title: Duly Appointed Representative

STATE OF MISSOURI )
(COUNTY OF ST. LOUIS )

On this 22 day of December, 2014, before me appeared Mary-Kathleen Kearns, to me personally known, who, being by me duly sworn, did say that he is the Duly Appointed Representative of Millsap & Singer, LLC., Attorney In Fact for Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America, pursuant to powers conferred by recorded Limited Power of Attorney, and that said instrument was signed in behalf of said limited liability company, by authority of its Members and said Mary-Kathleen Kearns, acknowledged said instrument to be the free act and deed of said limited liability company.

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 written above.

Elizabeth K Walker Notary Public

My Commission Expires:

NOTARY S
SEAL S

ELIZABETH K. WALKER My Commission Expires October 2, 2016 St. Louis County Commission #12649555



**STATE OF MISSOURI** 

ea.

December Session of the October Adjourned

**Term. 20** 23

**County of Boone** 

In the County Commission of said county, on the

7th

day of December

**20** 23

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation recognizing National Pearl Harbor Remembrance Day.

Done this 7<sup>th</sup> day of December 2023.

WEST.

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson