

249-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 28th day of May 20 24

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

Now on this day, the County Commission of the County of Boone does receive and accept the plat, item in the attached consent agenda (Attachment A) and authorizes the Clerk to insert the associated staff report into the minutes of this meeting.

Attachment A:

- A. Jacobs Ridge Subdivision Plat 2. A-2. S35-T50N-R14W. Jonathan & Toby Class, owners. Derek Forbis, surveyor.

Done this 28th day of May 2024.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

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

**Staff Report for County Commission**  
**RE: P&Z Agenda Items**  
**April 30, 2024**

**1. Consent Agenda – Final Plans and Plats**

The Planning and Zoning Commission reviewed agenda items 1 and 3 at its May 16, 2024 meeting and items 4 and 5 at its April 18, 2024 meeting. The minutes of those meetings and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

Regarding item 1, the consent agenda, the plat, item A, was approved and is presented for your receipt and acceptance. I request that you waive the reading of the staff report and authorize the Clerk to insert it into the minutes of this meeting.

**A. Jacobs Ridge Subdivision Plat 2. A-2. S35-T50N-R14W. Jonathan & Toby Class, owners. Derek Forbis, surveyor.**

The property is located south of Sweringen Road, near the intersection of Sweringen and Evert School Roads. It is approximately 4 ½ miles south of Harrisburg. This replat merges two lots from the original Jacobs Ridge into a single lot. The two lots previously 4.61 acres and 4.26 acres are being merged into a single 8.87-acre lot. There is an existing house, septic tank, and lateral field

The property is zoned Agriculture (A-2) and is surrounded by A-2 zoning. These are original 1973 zonings.

The lot has direct access onto Sweringen Road to the north. The applicant has submitted a request to waive the requirement to provide a traffic analysis.

Water service to these lots will be provided by Consolidated Public Water Service District #1. Fire protection will be provided by Boone County Fire Protection District. Electrical service will be provided by Boone Electric.

An existing on-site system provides wastewater disposal.

The property scored 26 points on the rating system.

Staff recommended approval of the plat and granting the requested waiver.

250 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

28th

day of

May

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000810 (15-02MAY24) with T&B Trucking and Excavating, LLC for the purchase of Culvert Improvements of W. Dothage Rd. Culvert Number 4695.

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

Done this 28th day of May 2024.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Gerskin**  
Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymmo.org](mailto:agerskin@boonecountymmo.org)

---

TO: Boone County Commission  
FROM: Amy Gerskin  
DATE: May 16, 2024  
RE: 15-02MAY24 – Dothage Culvert Improvement

Request for Bid #15-02MAY24 – Dothage Culvert Improvement opened on May 2, 2024. Six responses were received. Five of the six responses were responsive. SCE, Inc.'s response was considered "non-responsive" as they did not submit the required bid-bond with their bid response. T&B Trucking and Excavating, LLC was therefore the lowest responsive bidder with an estimated cost of \$240,845.00.

The recommendation for the award is to T&B Trucking and Excavating, LLC of Hurdland, Missouri. A 10% contingency has been added to the Purchase Order for a PO total of \$264,929.50. Funds for this project will be provided by Department 2041, Road and Bridge Road Infrastructure Rehabilitation and Preservation account 71202, Contractor Costs. The Engineer's Estimate of the cost of this project is \$241,000.00. The county contract number for this project is C000810.

Attn: Bid Award Recommendation Memo  
Bid Tabulation

cc: Bid File  
Micah Taylor, Resource Management

05/14/24

RQST  
DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16357

T&B Trucking & Excavating LLC

15-02MAY24

VNDR #

VENDOR NAME

BID #

Ship to Dept #: 2041

Bill to Dept #: 2041

Dept	Account	Item Description	Qty	Unit Price	Amount
2041	71202	Dothage Road Culvert Improvement	1	\$240,845	\$240,845.00
2041	71202	10% Contingency	1	\$24,084.50	\$24,084.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>GRAND TOTAL:</b>					<b>\$264,929.50</b>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
Auditor Approval

**CONTRACT AGREEMENT – C000810**

THIS AGREEMENT is made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **T&B Trucking and Excavating, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor, at his own expense, hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 15-02MAY24 – Culvert Improvement – W. Dothage Rd. #4695**

and agrees to perform all the work required by the contract, C000810, as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<u>Description</u>	<u>Price</u>
<b><u>15-02MAY24 – Culvert Improvement – W. Dothage Rd.</u></b>	<b><u>\$240,845.00</u></b>
<b>TOTAL</b>	<b>\$240,845.00</b>

The contract, award for Boone County's **Culvert Improvement – W. Dothage Rd. Culvert #4695** is to be **in the amount of Two Hundred Forty Thousand Eight Hundred Forty-Five Dollars.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Debarment Form
- Work Authorization Certification
- Individual Bidder Certification
- Statement of Bidder's Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Contract Agreement
- Performance Bond,
- Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications

Technical Specifications  
Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #30  
Boone County Standard Terms and Conditions  
Project Plans and/or Details  
Soil Borings  
Project Plans  
Notice to Proceed

It is understood and agreed that except as may be otherwise provided for by the "General Specifications, "Technical Specifications," and "Special Provisions", the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications.** When an item is a subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract and are incorporated in this contract as fully and effectively as set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to the complete satisfaction of the Owner and, in the case, the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees they will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations, and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract on his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all money payable to him hereunder are free from the obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the Contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with a contractor or a subcontract for part of the services), anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.



The Owner agrees to pay the Contractor in the amount of: **\$240,845.00.**

**Two Hundred Forty Thousand Eight Hundred Forty-Five Dollars.**


as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

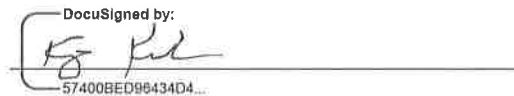
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 5/29/2024  
at Columbia, Missouri. (Date)

**T&B TRUCKING AND EXCAVATING, LLC**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

By  DocuSigned by:  
Tara Schrage  
F57C2F80F23D4A6...

 DocuSigned by:  
Kip Kendrick  
57400BED98434D4...

Kip Kendrick, Presiding Commissioner

Title Owner/Partner

APPROVED AS TO FORM:

ATTEST:

 DocuSigned by:  
CJ Dykhous  
7D71DEAEB9D74DD...

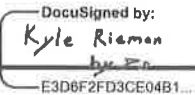
CJ Dykhous, County Counselor

 DocuSigned by:  
Brianna L. Lennon  
D267E242BFB948C...

Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION**

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

 DocuSigned by:  
Kyle Rieman  
E3D6F2FD3CE04B1...

Signature

5/17/2024

Date

2041/71202 - \$240,845.00

Appropriation Account

251 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

28th

day of May

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000811 (60524CO0254) with Midway Freightliner, Inc. for the purchase of a Midway Western Star 47X Chassis.

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

Done this 28th day of May 2024.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Gerskin  
Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymmo.org](mailto:agerskin@boonecountymmo.org)

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Gerskin  
DATE: May 17, 2024  
RE: **Cooperative Contract: MoDOT # 60524CO0254 – Dump Truck 2025 Models – Midway Western Star Chassis**

The Boone County Purchasing Department requests permission to utilize MoDOT cooperative contract 60524CO0254 for Dump Truck 2025 Models with Midway Western Star, Inc. to purchase one (1) 2025 Western 47X Chassis from Midway Freightliner, Inc. in Palmyra, MO for the Boone County Road and Bridge Department.

The Boone County contract number is C000811. This purchase's total cost is \$126,716.00 and will be paid by department 2040 – Road and Bridge Maintenance, account 92400 – Replacement Auto/Trucks.

Purchasing also requests permission to dispose of the following item through Missouri Auto Auction:

- 2016 Freightliner M2 with Stewart Amos Sweeper Body, Fixed Asset Tag #22699, Serial Number 3ALACWDT2FDGG7951

cc: Greg Eddington, Robert Sapp, R&B  
Contract File

05/15/24

RQST  
DATE

**PURCHASE REQUISITION  
BOONE COUNTY, MISSOURI**

14468

Midway Freightliner, Inc.

60524CO0254

VNDR #

VENDOR NAME

BID #

Ship to Dept #:

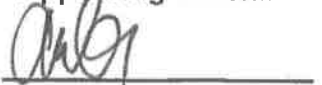
Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
2040	92400	2025 Midway Western Star 47X Chassis	1	\$126,716.00	\$126,716.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					126,716.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
Approving Official

PU

  
Prepared By

\_\_\_\_\_  
Auditor Approval

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 5/13/2024

Fixed Asset Tag Number: 22699

Description of Asset: 2016 Freightliner M2 with Stewart Amos sweeper body

Requested Means of Disposal:  Sell     Trade-In     Recycle/Trash     Other, Explain:

Other Information (Serial number, etc.): 3ALACWDT2FDGG7951

Condition of Asset: good condition

Reason for Disposition: Scheduled Replacement, trade for more useful equipment

Location of Asset and Desired Date for Removal to Storage: R&B Tom Bass (Ready for disposal)

Was asset purchased with grant funding?  YES     NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES     NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 8/3/18

G/L Account for Proceeds 2040-3835 J

Original Acquisition Amount 155,000.00

Original Funding Source 2741

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer      Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade       Auction       Sealed Bids

Other      Explain \_\_\_\_\_

Commission Order Number 251-2024

Date Approved 5/28/2024

Signature 

**RECEIVED**  
**MAY 16 2024**  
**BOONE COUNTY**  
**AUDITOR**

**PURCHASE AGREEMENT  
FOR  
2025 MIDWAY WESTERN STAR 47X CHASSIS**

**THIS AGREEMENT**, County contract **C000811**, awarded from MoDOT contract **60524CO0254**, dated the 28th day of May 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Midway Freightliner, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this **Purchase Agreement #C000811** for **One (1) 2025 Western Star 47X Dump Truck Chassis** in compliance with all bid specifications and any addendum issued for the MoDOT contract **60524CO0254**, Midway Freightliner, Inc.'s Quote dated 5/16/2024, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents incorporated herein by reference. If not attached, service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, MoDOT contract 60524CO0254, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **One (1) 2025 Western Star 47X Dump Truck Chassis** as specified in Midway Freightliner, Inc. Quote dated 5/16/2024 for a firm total price of \$126,046.00.

<u><b>2025 Midway Western Star 47X Chassis</b></u>	\$126,716.00
<u><b>TOTAL:</b></u>	<u><b>\$126,716.00</b></u>

3. **Contract Period** - The contract period is **from the Date of Award through November 30, 2024**.
4. **Delivery** – The Vendor agrees to deliver equipment as outlined in the bid documents and **no later than December 31, 2024**. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Road & Bridge Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.

All deliveries shall be made **FOB Destination with freight prepaid and charged back**. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the freight bill should be attached to the invoices as evidence of correct freight billing.

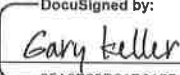
5. **For Fixed Asset Tracking** – Send a list of the equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of the purchase order.
6. **Warranty** – The standard manufacturer warranty shall be provided to the County at the time of the County's acceptance.

7. ***Billing and Payment*** - All billing shall be invoiced to the Boone County Road and Bridge Department at 5551 S. Tom Bass Road, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1. Billings may only include the prices listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
8. ***Binding Effect*** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
9. ***Termination*** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
  - d. If appropriations are not made available and budgeted for any calendar year.

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

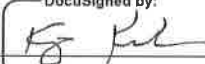
**MIDWAY FREIGHTLINER, INC.**

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
DocuSigned by:  
05A9D93D21D64C7...

By: Boone County

Title Truck Sales

 \_\_\_\_\_  
DocuSigned by:  
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
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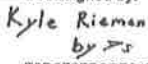
CJ Dykhouse, County Counselor

 \_\_\_\_\_  
DocuSigned by:  
D267E242BFB948C...

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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

 \_\_\_\_\_  
DocuSigned by:  
E3D6F2FD3CE04B1...

5/20/2024

2040/92400: \$126,716.00

Signature

Date

Appropriation Account



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

May Session of the April Adjourned

Term. 20 24

In the County Commission of said county, on the 28th day of May 20 24

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

Now on this day the Boone County Commission takes up the disposition of the 2023 tax sale surplus relating to Parcel 07-607-00-00-005.00:


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 Cynthia L. Spano, per the vesting deed at Book 683, Page 34, Boone County Records, and the Judgment recorded at Book 2558, Page 35 Boone County Records. The owner of record is deceased, and the owner's estate has assigned the tax sale surplus to the Boone County Collector as part of its redemption of the property. The other documentation which supports 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 Louis R. Spano, on behalf of the Estate of Cynthia L. Spano, decedent is entitled to assign the total surplus of \$15,113.71 to the Boone County Collector as part of the 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 \$15,113.71, in a manner mutually-agreed to by the County Collector and County Treasurer, in order to facilitate the redemption of the subject property pursuant to RSMo §140.340.

Done this 28th day of May 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

Property Information

Property Location (Situs Address)	120 ELAINE AVE
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Legal Description	(SUR 392-584) PT SW NW	<b>RECEIVED</b> JUN -7 2023 BOONE COUNTY COLLECTOR
<u>FB</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.		

Vesting Deed

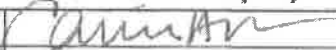
Name of Owner(s)	SPANO CYNTHIA L
Address	PO BOX 113, HALLSVILLE MO 65255-0113
Title Taken By	WARRANTY DEED
Date of Deed	07/01/1988
Date Recorded	07/05/1988
Book/Page	683 / 34
Address Correction	

Open Deed(s) of Trust

First Deed of Trust	STUART, EARL S C STUART, HAZEL G
Lender's Address	1305 OVERHILL CT, COLUMBIA, MO 652030000
Deed of Trust Date	9/8/1994
Date Recorded	9/8/1994 10:24:15 AM
Book/ Page	1107 / 218
Loan Amount	\$22,624.00
Assigned To	ASSET DISPOSITION LLC
Date Assigned	10/31/2011

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	
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/25/2023



**Additional Liens**

<b>Special Assessments</b>	
<b>Tax Bill #</b>	
<b>Address</b>	

<b>Federal Tax Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>Federal Tax Liens</b>	DOCUMENT NO. 20152060
<b>Date</b>	10/06/2015
<b>Address</b>	Internal Revenue Service Center, Cincinnati, OH 45999

<b>State Tax Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>Mechanics Liens</b>	
<b>Date</b>	
<b>Address</b>	

<b>Judgments</b>	
<b>Date</b>	
<b>Address</b>	
<b>Case #</b>	

<b>Other (Lis Pendens, Bankruptcies, etc)</b>	
<b>Date</b>	
<b>Address</b>	
<b>Case #</b>	

**Additional Information**

JUDGEMENT AND DECREE OF DISSOLUTION OF MARRIAGE BOOK 2558, PAGE 35

PROBATE CASE FILED 12/02/2016 AS CASE NO. 16BA-PR00344-01



True Line Title Company  
Columbia, MO 65203

Page 2 of 2  
110 E Ash Street

# Boone County, Missouri

## Unofficial Document

### Warranty Deed

Filed for record on July 5, 1888 at 11:30 A.M. in Boone County, Mo. **34**  
 Document No. 577 recorded in Book 663 Page 34. BETTIE JOHNSON, Recorder of Deeds.

THIS DEED, Made and entered into this 1st day of July A.D. One Thousand Nine Hundred and Eighty-eight... by and between Robert R. Caldwell and Mabel I. Caldwell, husband and wife,

of Boone County, State of Missouri, party or parties of the first part, and  
 (Grantee's mailing address is) Louis R. Spano and Cynthia L. Spano, husband and wife,  
120 Elaine Street, Halleysville, Missouri 65255

of Boone County, State of Missouri party or parties of the second part

WITNESSETH That the said party or parties of the First Part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents 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, in the State of Missouri to-wit:

A small tract of land in the Southwest Quarter of the Northwest Quarter of Section 13, Township 50 North, of Range 12 West of the 5th PM, in Halleysville, Boone County, Mo., more particularly described as follows: commencing at the southwest corner of the Northwest Quarter of said Section 13, thence North 87 degrees 30 minutes East a distance of 350.4 feet, thence North 0 degrees 30 minutes East a distance of 309.57 feet to the point of beginning, thence continuing North 0 degrees 30 minutes East a distance of 72.57 feet, (being point 2 of the survey recorded in Book 392 at Page 584 of the Boone County Recorders Records) thence North 85 degrees 0 minutes East a distance of 221.70 feet (to point 3 of said survey), thence South 0 degrees 30 minutes West a distance of 77.19 feet, thence South 87 degrees 30 minutes West a distance of 221.55 feet to the point and corner of beginning; subject to easements and rights of way of record.

Also, grantors do hereby grant to grantees, their heirs and assigns, forever and in perpetuity, a right of way and easement over, under, across and through a 20 foot strip of land described in the grant of right of way easement given to grantors by instrument recorded in Book 400 at page 577 of the Boone County Recorders records.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second Part, and to their heirs and assigns forever; the said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, and administrators of each 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 their heirs and assigns of such party or parties forever, against the lawful claims of all persons whatsoever, except general taxes for the calendar year 1888 and thereafter, and special taxes becoming a lien after the date of this deed. General taxes for 1888 to be pro-rated as of 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.

WITNESSES  
Robert R. Caldwell  
 Robert R. Caldwell  
Mabel I. Caldwell  
 Mabel I. Caldwell

STATE OF MISSOURI ) ss. On this 1st day of July, 18 88  
 County of Boone )  
 before me personally appeared Robert R. Caldwell  
Mabel I. Caldwell, husband and wife



to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same, to their free act and deed.  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, of my office in Columbia, Missouri the day and year first above written.  
 My term expires Sept. 28, 18 89.  
R. E. Aumann, Jr.  
 R. E. Aumann, Jr. Notary Public

IN THE RECORDER'S OFFICE  
 Recorder of said County, do hereby certify that the within instrument of writing was, at 11 o'clock 36 minutes A.M. of the 5th day of July, A.D. 1888, duly filed for record in this office, and has been recorded in Book 663, Page 34.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

BEAL  
 BETTIE JOHNSON, Recorder  
 By Julie Greenwood Deputy

Bob Nolte, Recorder of Deeds



ASSIGNMENT OF TAX SURPLUS TO BOONE COUNTY COLLECTOR FOR REDEMPTION PURPOSES

Parcel Number: 07-607-00-00-005.00

Property Address: 120 ELAINE AVE

Legal Description: A small tract in the SW 1/4 NW 1/4 of Sec 13 T50N R12W in Hallsville desc as: Beg at SW cor of NW 1/4 of said Sec 13, thence N87°30'E, 350.4', thence N00°30'E, 309.57' to POB, thence continuing N00°30'E, 72.57', (being point 2 of Sur Book/Page 392-584) thence N85°00'E, 221.70' (to point 3 of said sur), thence S00°30'W, 77.19', thence S87°30'W, 221.55' to cor & POB as rec WD Book/Page 683/34

Sec 13 T50 R12

Owner(s) of Record: CYNTHIA L SPANO, DECEDENT, BY LOUIS R. SPANO ON BEHALF OF THE ESTATE OF CYNTHIA L SPANO

Current Mailing Address: 120 Elaine Ave Hallsville MO 65255

SSN: [Redacted] Driver's License/State ID Number: \_\_\_\_\_

Pursuant to the provisions of RSMo Sec. 140.230 the undersigned, the publicly recorded owner or owners of record of the subject property sold at the 2023 delinquent tax sale auction which took place on August 28, 2023, wish to assign the tax sale surplus in the amount of \$15,113.71 currently being held by the Boone County Treasurer to the Boone County Collector as part of my redemption of the subject property. I understand that I have a priority right to use these tax sale surplus funds for my redemption efforts only for the first one-year period following the delinquent tax sale auction; or, until the tax sale purchaser acquires a Collector's Deed. I understand that I must remit the appropriate sums to the Boone County Collector in addition to the surplus to accomplish this redemption. I hereby authorize the Boone County Treasurer to remit to the County Collector, on my behalf and for my account, the tax sale surplus as part of my owner's redemption efforts pursuant to which I desire to redeem the above-described property.

[Signature of Louis R. Spano]

Owner of Record Cynthia L. Spano, DECEDENT, BY LOUIS R. SPANO ON BEHALF OF THE ESTATE OF CYNTHIA L. SPANO

STATE OF MISSOURI )
)ss
COUNTY OF BOONE )

SUBSCRIBED and sworn to before me a notary public, this 15th day of May, 2024

BARBARA S WEAVER
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: Jan.27, 2025
Commission # 13432972

[Signature of Barbara S Weaver]
Notary Public

[Signature] 5-15-24
Collector's Office: Signature and Date



# Jenna Redel

Boone County Treasurer

## SURPLUS CLAIM

I, Louls R. Spano, on behalf of the Estate of Cynthia L. Spano (Decedent), shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus of \$15,113.71 resulting from the delinquent tax certificate sale conducted by the Boone County Collector on August 28, 2023. 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
- 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

Parcel: 07-607-00-00-005.00

Property Address: 120 ELAINE AVE

Legal Description: A small tract in the SW¼ NW¼ of Sec 13 T50N R12W in Hallsville desc as: Beg at SW cor of NW¼ of said Sec 13, thence N87°30'E, 350.4', thence N00°30'E, 309.57' to POB, thence continuing N00°30'E, 72.57', (being point 2 of Sur Book/Page 392-584) thence N85°00'E, 221.70' (to point 3 of said sur), thence S00°30'W, 77.19', thence S87°30'W, 221.55' to cor & POB as rec WD Book/Page 683/34

First Party Current Mailing Address:

X Street \_\_\_\_\_  
 City Hallsville State MO Zip-Code 65255

Second Party Current Mailing Address (if different from First Party):

Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip-Code \_\_\_\_\_

X First Party  
 Social Security Number: \_\_\_\_\_  
 Driver's License/State ID Number: \_\_\_\_\_  
 Daytime Telephone Number(s): \_\_\_\_\_

Second Party  
 Social Security Number: \_\_\_\_\_  
 Driver's License/State ID Number: \_\_\_\_\_  
 Daytime Telephone Number(s): \_\_\_\_\_

### ALL PARTIES MUST SIGN AND NOTARIZE ON FOLLOWING PAGE

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



**Jenna Redel**  
Boone County Treasurer

Louis R. Spino  
First Party Signature

May 15 2024  
Date

State of Missouri  
County of Boone

On this 15<sup>th</sup> day of May in the year 2024, before me, the undersigned notary public, personally appeared Louis R. Spino, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

BARBARA S WEAVER  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: Jan.27, 2025  
Commission # 13432972

Barbara S Weaver  
Notary Public

\_\_\_\_\_  
Second Party Signature

\_\_\_\_\_  
Date

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto 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.

# Kenny Mohr Assessor

Parcel 07-607-00-00-005.00 01    Property Location 120 ELAINE AVE    City HALLSVILLE (04)    Road COMMON ROAD DIST (CO)    School HALLSVILLE (R4)  
 Library COL BC LIBRARY (L4)    Fire BOONE COUNTY (F1)

Owner SPANO CYNTHIA L  
 Address PO BOX 113  
 Care Of  
 City, State, Zip HALLSVILLE, MO 65255

Subdivision Plot Book/Page  
 Section/Township/Range 13 50 12  
 Legal Description (SUR 392-584) PT SW NW  
 Lot Size 72.57 x 221.70  
 Irregular Shape Y  
 Deeded Acreage .00  
 Calculated Acreage .00  
 Deed Book/Page 2558 0035 0683 0034

### Effective Date of Value 1/1/2024

CURRENT APPRAISED			CURRENT ASSESSED		
Type	Land	Bldgs Total	Type	Land	Bldgs Total
R	14,300	215,500	R	2,717	40,945
<b>Totals</b>	<b>14,300</b>	<b>215,500</b>	<b>Totals</b>	<b>2,717</b>	<b>40,945</b>

### PROPERTY DESCRIPTION

Year Built 1971  
 Basement CRAWL SPACE (2)    Attic NONE (1)  
 Bedrooms 3    Main Area 1,312  
 Full Bath 1    Finished Basement Area 0  
 Half Bath 1  
 Total Rooms 5    Total Square Feet 1,312

## 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) 886-4268