

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

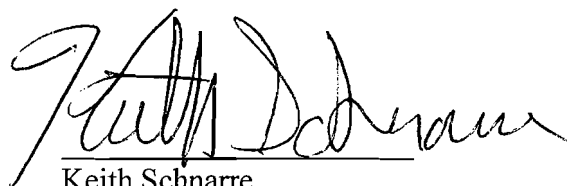
28th day of July 20 05

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

Now on this day the County Commission of the County of Boone does hereby void Commission Order 261-2005 awarding bid 37-17MAY05 for Tandem Axle Dump Trucks to Lou Fusz Chevrolet per the attached recommendation from the Purchasing Department.

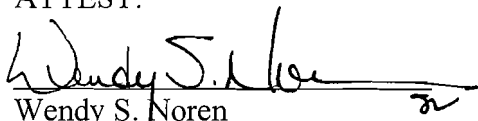
The County Commission does hereby re-award bid 37-17MAY05 for Tandem Axle Dump Trucks to Al Scheppers Motor Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 28th day of July, 2005.

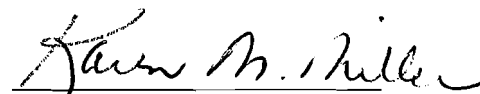


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

296-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: July 21, 2005
RE: 37-17MAY05 – Tandem Axle Dump Trucks

Purchasing and the Public Work's department request cancellation of contract 37-17MAY05 with Lou Fusz Chevrolet for Tandem Axle Dump Trucks. This contract was given Commission Order #261-2005; the associated Purchase Order is #2005000264.

The contractor notified the Purchasing Department that the price quoted in the bid for an extended warranty was for one (1) truck rather than a total price for all three trucks. After recalculating the total cost, Lou Fusz is no longer the low bidder. Therefore, we request cancellation of this contract.

cc: David Mink, Public Works
Greg Edington, Public Works
Auditor's Office
Bid File

Boone County Purchasing

Heather Turner, CPPB
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
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296-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: July 21, 2005
RE: 37-17MAY05 Tandem Axle Dump Trucks

The Bid for Tandem Axle Dump Trucks closed on May 17, 2005. Four bids were received. The apparent low bidder, Lou Fusz Chevrolet, provided a price for an extended warranty that only covered one truck. After calculating that cost for three trucks, Lou Fusz is no longer the low bidder. Therefore, Purchasing and the Public Works Department recommend awarding to the actual low bid, Al Scheppers Motor Co.

Total cost of the contract is \$343,140.00 to be paid out of department 2040-Public Works Maintenance Operations, Account 92400-Replacement Auto/Trucks. The budgeted amount for this purchase was \$344,900.00.

Please find a copy of the bid tabulation attached for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

BID TABULATION

37-17MAY05 - Tandem Axle Dump

	Lou Fusz Chevrolet Bid #1 - MSTE			Putnam Chevrolet			Al Scheppers Motor Company			Lou Fusz Chevrolet Bid #2 - Knapheide		
	Unit	Qty	Extention	Unit	Qty	Extention	Unit	Qty	Extention	Unit	Qty	Extention
4.7 PRICING												
4.7.1. 2005 Tandem Axle Dump Truck per Section 2.3	\$61,215.00	3	\$183,645.00	\$61,000.00	3	183,000.00	\$63,460.00	3	190,380.00	\$61,215.00	3	183,645.00
4.7.2. Dump Truck Body per Section 2.4	\$20,593.00	3	\$61,779.00	\$20,550.00	3	61,650.00	\$20,550.00	3	61,650.00	\$20,550.00	3	61,650.00
4.7.3. Central Hydraulic/Controller System per Section 2.5	\$10,766.00	3	\$32,298.00	\$19,645.00	3	58,935.00	\$19,645.00	3	58,935.00	\$19,645.00	3	58,935.00
4.7.4. V-Box Spreader per Section 2.6	\$15,860.00	3	\$47,580.00	\$16,750.00	3	50,250.00	\$16,750.00	3	50,250.00	\$16,750.00	3	50,250.00
4.7.5. TOTAL			\$325,302.00			353,835.00			361,215.00			354,480.00
Optional Items												
Snow Plow Balance Valve per Section 2.7.	\$615.00	3	\$1,845.00	\$1,475.00	3	4,425.00	\$1,475.00	3	4,425.00	\$1,475.00	3	4,425.00
Pre-Wetting System per Section 2.5.10.	\$3,440.00	3	\$10,320.00	\$3,130.00	3	9,390.00	\$3,130.00	3	9,390.00	\$3,130.00	3	9,390.00
4.8. Trade-In Vehicles and Equipment												
4.8.1. 1991 International 4900 Single Axle Truck VIN #1HTSDZ7N4MH350468			(\$6,100.00)			(\$3,250.00)			(\$6,000.00)			(\$6,100.00)
4.8.2. 1991 International 4900 Single axle Truck VIN# 1HTSDZ7N2MH350467			(\$6,100.00)			(\$5,250.00)			(\$7,500.00)			(\$6,100.00)

	Lou Fusz Chevrolet Bid #1 - MSTE			Putnam Chevrolet			Al Scheppers Motor Company			Lou Fusz Chev. Bid #2 - Knapheide		
4.8.3. 1994 International 4900 Single axle Truck VIN# 1HTSDAAN4RH594591			(\$7,600.00)			(\$4,000.00)			(\$7,500.00)			(\$7,600.00)
4.8.4. 1992 Swenson material spreader, serial number: 57824			(\$25.00)			(\$700.00)			(\$700.00)			(\$700.00)
4.8.5. 1994 Larson material spreader, serial number: 101193			(\$25.00)			(\$400.00)			(\$400.00)			(\$400.00)
4.8.6. 1995 Henderson material spreader, serial number: 16859			(\$25.00)			(\$400.00)			(\$400.00)			(\$400.00)
4.8.7. Trade-In Total			(\$19,875.00)			(\$14,000.00)			(22,500.00)			(\$21,300.00)
4.9. GRAND TOTAL (4.7.5 - 4.8.7.)			\$305,427.00			339,835.00			338,715.00			333,180.00
4.10. Warranty			SB			SB			SB			SB
4.11. Deviations			SB			SB			SB			SB
4.13. Cooperative			Yes			Yes			Yes			Yes
4.14. Delivery ARO			130-190 days			120-150 days			18 weeks			130-190 days

No Bids

Knapheide Truck
Sterling Trucks (bid
undeliverable)
Columbia Freightliner Sales
Tom Boland Ford, Sterling,
Western Star

Maxwell Trailers & Pickup Acc.
Roberts Fleet

Opened By: Melinda Bobbitt

Recorded By: Greg Edington

Date: 5/17/05

Time: 10:42 a.m.

7/21/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

12

Al Scheppers Motor Co.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

296-2005

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

#37-17MAY05

(Enter Applicable Bid / Sole Source / Emergency Number)

Void
2005264

Ship To Department # 2040

Bill To Department # 2040

Department				Account				Item Description				
2	0	4	0	9	2	4	0	0	Tandem Axle Dump Trucks	3	63460.00	190380.00
									Dump Truck Body	3	20550.00	61650.00
									Central Hydraulic/Controller System	3	19645.00	58935.00
									Snow Plow Balance Valves	3	1475.00	4425.00
									Trade-In 1991 International 4900 Single Axle Truck VIN# 1HTSDZ7N4MH350468	1		(6000.00)
									Trade-In 1991 International 4900 Single Axle Truck VIN# 1HTSDZ7N2MH350467	1		(7500.00)
									Trade-In 1994 International 4900 Single Axle Truck VIN# 1HTSDAAN4RH594591	1		(7500.00)
2	0	4	0	9	2	3	0	0	V-Box Spreaders	3	16750.00	50250.00
									Trade-In One (1) 1992 Swenson Material Spreader Serial #57824	1		(700.00)
									Trade-In One (1) 1994 Larson Material Spreader Serial #101193	1		(400.00)
									Trade-In One (1) 1995 Henderson Material Spreader Serial #16859	1		(400.00)
									TOTAL			343140.00

I certify that the goods, services or charges specified above 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.

Requesting Official

Auditor Approval

**PURCHASE AGREEMENT FOR
Tandem Axle Dump Trucks**

THIS AGREEMENT dated the 28 day of JULY 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Al Scheppers Motor Co.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Tandem Axle Dump Trucks, bid number **37-17MAY05** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated May 17, 2005 executed by A.H. Wagner, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

• Item 4.7.1. – Three (3) 2005 Tandem Axle Dump Trucks	\$190,380.00
• Item 4.7.2. – Three (3) Dump Truck Bodies	\$61,650.00
• Item 4.7.3. – Three (3) Central Hydraulic/Controller Systems	\$58,935.00
• Item 4.7.4. – Three (3) V-Box Spreaders	\$50,250.00
• Optional Item - Three (3) Snow Plow Balance Valves	\$4,425.00
• Trade-In One (1) 1991 International 4900 Single Axle Truck VIN# 1HTSDZ7N4MH350468	(\$6,000.00)
• Trade-In One (1) 1991 International 4900 Single Axle Truck VIN# 1HTSDZ7N2MH350467	(\$7,500.00)
• Trade-In One (1) 1994 International 4900 Single Axle Truck VIN# 1HTSDAAN4RH594591	(\$7,500.00)
• Trade-In One (1) 1992 Swenson Material Spreader Serial #57824	(\$700.00)
• Trade-In One (1) 1994 Larson Material Spreader Serial #101193	(\$400.00)
• Trade-In One (1) 1995 Henderson Material Spreader Serial #16859	(\$400.00)
• For a total cost of	\$343,140.00

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 18 weeks after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the

right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **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.

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

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

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

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

Al Scheppers Motor Co.

by Adel Wagner
title Sales MANAGER

BOONE COUNTY, MISSOURI

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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 the contract do not create in a measurable county obligation at this time.)

June C. Pitchford
Signature by se

7/25/05
Date

2040 92400/92300
Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

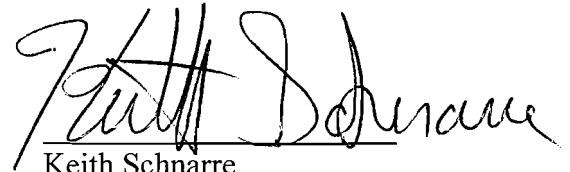
In the County Commission of said county, on the

28th day of July 20 05

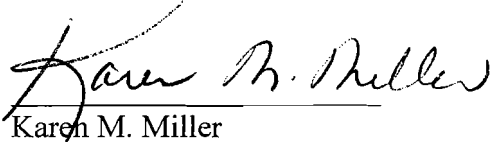
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Tax Collection Agreement with the City of Hallsville. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

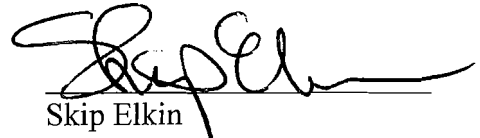
Done this 28th day of July, 2005.



Keith Schnarre
Presiding Commissioner

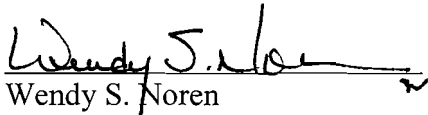


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

TAX COLLECTION AGREEMENT

This agreement, made and entered into this 29th day of June, 2005, by and between the City of Hallsville, Missouri, a municipal corporation, hereinafter called the "City", and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County by and through the County Clerk and the Information Services Department agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries including surtax on businesses located within the boundaries of the City. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Hallsville, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The County agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo., not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo., then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s).

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the

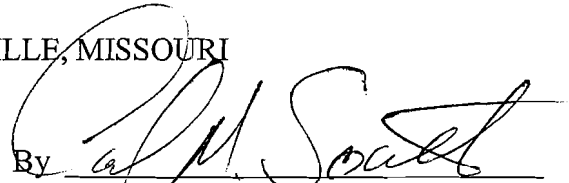
City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo., the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo., and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 , RSMo. shall exceed one hundred thousand dollars (\$100,000.00), the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of one hundred thousand dollars (\$100,000.00). All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo., shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax.

IX

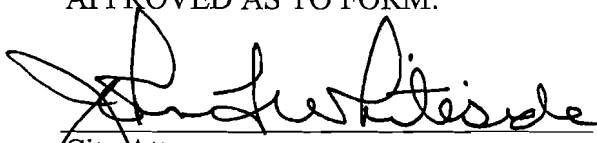
The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2006, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2006, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF HALLSVILLE, MISSOURI

By 
Carl M. South, Mayor


APPROVED AS TO FORM:


City Attorney

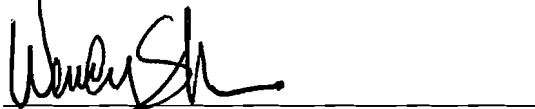
ATTEST:

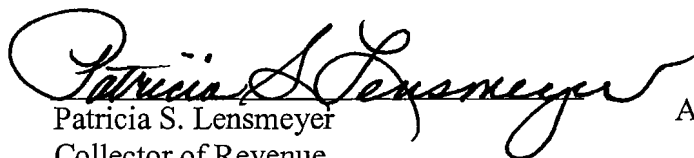

Cheri Reisch, City Clerk

COUNTY OF BOONE

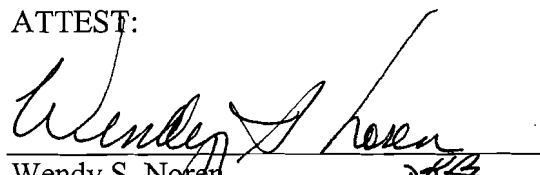

Tom Schauwecker
County Assessor


Keith Scharre
Presiding Commissioner

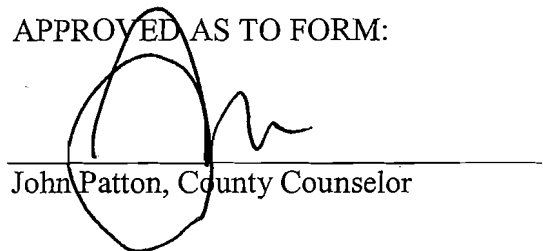

Wendy S. Noren
County Clerk


Patricia S. Lensmeyer
Collector of Revenue

ATTEST:


Wendy S. Noren
Clerk of the County Commission

APPROVED AS TO FORM:


John Patton, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

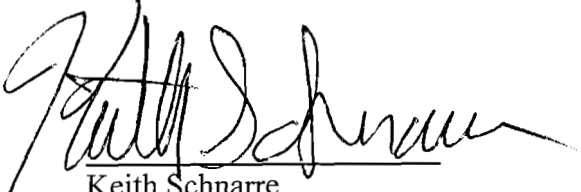
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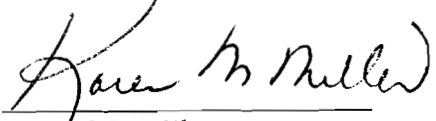
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Tax Collection Agreement with the City of Harrisburg. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.


Done this 28th day of July, 2005.



Keith Schnarre
 Presiding Commissioner

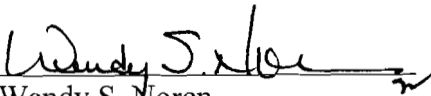


Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission

TAX COLLECTION AGREEMENT

This agreement, made and entered into this 26th day of June, 2005, by and between the City of Harrisburg, Missouri, a municipal corporation, hereinafter called the "City", and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

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III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The County agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo., not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo., then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s).

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the

City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo., the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo., and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 , RSMo. shall exceed one hundred thousand dollars (\$100,000.00), the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of one hundred thousand dollars (\$100,000.00). All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo., shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax.

IX

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2006, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2006, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF HARRISBURG, MISSOURI

By Junior Carter
Junior Carter, Mayor

APPROVED AS TO FORM:

John White
City Attorney

ATTEST:

Kathy Wilhite
Kathy Wilhite, City Clerk

COUNTY OF BOONE

Tom Schauwecker
Tom Schauwecker
County Assessor

Keith Scharre
Keith Scharre
Presiding Commissioner

Wendy S. Noren
Wendy S. Noren
County Clerk

Patricia S. Lensmeyer
Patricia S. Lensmeyer
Collector of Revenue

ATTEST:

Wendy S. Noren
Wendy S. Noren *DAB*
Clerk of the County Commission

APPROVED AS TO FORM:

John Patton
John Patton, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

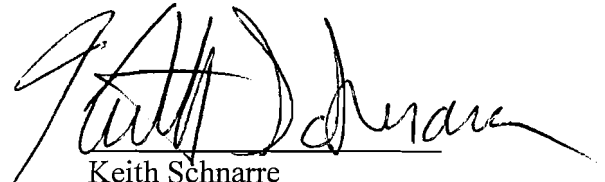
28th day of July 20 05

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

Now on this day the County Commission of the County of Boone does hereby compromise the following taxes for parcel 11-619-24-00-001.03:

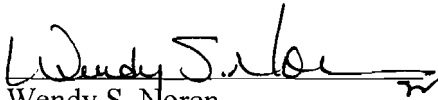
- Bill 2003R008900 – in the amount of \$83.21 (as of July 2005)
- Bill 2004R009100 – in the amount of \$1.72 (as of July 2005)
- Bill 2003N000085 – in the amount of \$330.85 (as of July 2005)

Done this 28th day of July, 2005.

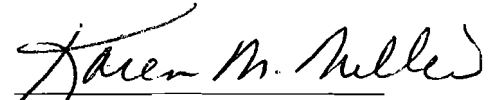


Keith Schnarre
Presiding Commissioner

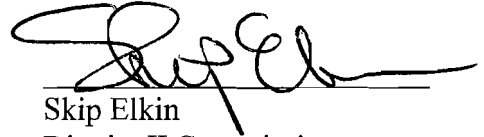
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

BOONE COUNTY COLLECTOR

801 E. WALNUT, RM. 118
 COLUMBIA, MO 65201-7727
 (573) 886-4285

MEMORANDUM

TO: ✓ KEITH SCHNARRE, PRESIDING COMMISSIONER
 KAREN MILLER, DISTRICT 1 COMMISSIONER
 SKIP ELKIN, DISTRICT 2 COMMISSIONER

FROM: PAT LENSMEYER, COLLECTOR *pl*

DATE: JULY 25, 2005

TOPIC: COMPROMISE TAXES AND SPECIAL ASSESSMENT ON PARCEL 11-619-24-00-001.03

I am requesting the Boone County Commission compromise taxes for tax bill years 2003 and 2004 and NID annual special assessment for 2003 on parcel number 11-619-24-00-001.03 in the name of NBC, Inc.

Section 140.120 RSMo authorizes that taxes may be compromised:

140.120. If it appears to any county commission, that any tract of land or town lot contained in the back tax book is not worth the amount of taxes, interest and cost due thereon, as charged in the back tax book or that the same would not sell for the amount of the taxes, interest and cost, the commission may compromise the taxes with the owner of the tract or lot. Upon payment to the collector of the amount agreed upon, a certificate of redemption shall be issued under the seal of the commission, which shall release the lands from the lien of the state and all taxes due thereon, as charged on the back tax book. If the commission compromises and accepts a less amount than appears to be due on any tract of land or town lot, as charged on said back tax book, the commission shall order the amount so paid to be distributed to the various funds to which the taxes are due, in proportion as the amount received bears to the whole amount charged against the tract or lot.

And, section 67.469 RSMo stipulates that NID assessments are treated same as real estate taxes regarding the lien held by the county:

67.469. A special assessment authorized under the provisions of sections 67.453 to 67.475 shall be a lien, from the date of the assessment, on the property against which it is assessed on behalf of the city or county assessing the same to the same extent as a tax upon real property. Upon the foreclosure of any such lien, the entire remaining assessment shall become due and payable and shall be recoverable in such foreclosure proceeding.

Since completion of Clearview Drive under the NID, this parcel is substantially now the road and easement except for a small portion. The county maintains all of Clearview Drive.

The parcel has no relative value other than for the road and is not worth the taxes and remaining unpaid special assessment bill. NBC, Inc. refuses to continue to pay the taxes on this parcel. Foreclosure through the tax sale is impractical because of the location and value of the property.

The parcel was sold at tax sale in 1998. A collector's deed was not issued as the property was redeemed. At that time, the property was owned by Payne Enterprises, Inc. but redeemed on behalf of the owner by Lonnie

Nichols Trucking and Excavating, Inc. That same day, the property ownership was transferred from Payne Enterprises, Inc. to NBC, Inc.

All Clearview NID assessments are paid in full except for the 2003 bill on this parcel. This unpaid bill is keeping the NID from being closed out. Kay Murray has verified that enough money is available without the outstanding amount of the NID 2003 bill.

John Patton reviewed the information and prepared the Quit-Claim Deed by which NBC, Inc., transfers ownership of the parcel to the county. Lonnie Nichols, President, NBC, Inc. has agreed to sign the Quit-Claim Deed.

I have attached several items which should help demonstrate this unique situation clearer than I am able to explain in this brief memo.

Attachments:

1. 2003R008900 – amount due in July, 2005 is \$83.21
2. 2004R009100 – amount due in July, 2005 is \$1.72
3. 2003N000085 – amount due in July, 2005 is \$330.85
4. Lien search completed May 27, 2005 by Monarch Title Company
5. Current parcel map from GIS file
6. Old aerial map showing parcel before Clearview Drive extended
7. Survey from 1989
8. E-mail response from Kay Murray

**DELINQUENT
2003 BOONE COUNTY REAL ESTATE
TAX STATEMENT**



BILL NUMBER 2003R008900
Duplicate Bill Issued Date **7/22/2005**

LECTOR OF REVENUE, PATRICIA S. LENSMEYER
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
9th & Ash - 801 E. Walnut, Room 118, Columbia, MO 65201-4890
TELEPHONE (573) 886-4285 FAX (573) 886-4294
www.showmeboone.com
Office hours 8am to 5pm Monday through Friday, except scheduled holidays

Include bill number(s) on check. Multiple bills may be paid with one check.
Mail early to avoid penalties. Postmark date determines month of payment. See penalty chart for amount if paid or postmarked after December 31.
For your convenience, a drop box is located at the 9th Street entrance to the County Government Center.
If you do not own this property, return the bill with the correct owner(s) name and address. Ownership changes after October 1 often do not allow enough time to update account information before the bills are printed.

NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256

If your mortgage payments include taxes, forward this bill to your loan company so this bill will be paid in a timely manner.
Payment may be made by check, money order, traveler's check, credit card or cash. Please do not send cash through the mail.
Pay on-line by e-check or credit card at www.showmeboone.com/COLLECTOR/ 24 hours a day, 7 days a week.
Pay by phone - call toll-free 1-888-2PAY-TAX(1-888-272-9829) 24 hours a day, 7 days a week - the jurisdiction code for Boone County is 3517

TOTAL DUE IF NOT PAID BY 12/31/2003 SEE CHART

Parcel Number **11-619-24-00-001.03**

Property Description:

Parcel Number 11-619-24-00-001.03
CLEARVIEW DR
Sct 24 Twp 49 Rge 13
MPT E 1/2 SW
TR 2 SUR 717-580

APPRAISED VALUE: 100
ASSESSED VALUE:
RESIDENTIAL: 19

TOTAL ASSESSED: 19

ENTITY	RATE	AMOUNT
STATE	.0300	.01
COUNTY	.2494	.04
COLUMBIA SCHOOL	4.9444	.94
BOONE CNTY FIRE	.8379	.16
BC LIBRARY	.3200	.06
COMMON ROAD	.0500	.01
Total	Rate 6.4317	Tax 1.22
LATE CHARGES		81.99
TOTAL DUE IF NOT PAID BY 12/31/2003		
TOTAL DUE		SEE CHART

**TAXES BECOME
DELINQUENT ON
JANUARY 1, 2004**

To calculate amount (Assessed Value/100 x Rate = Tax \$)

SEPARATE HERE AND RETURN BOTTOM PORTION WITH PAYMENT. If paying by credit card please fill out appropriate information.

As a convenience to our taxpayers, the Boone County Collector's office accepts MASTERCARD, VISA, and Novus/DISCOVER credit cards. A convenience fee is charged to your credit card when you pay your taxes by credit card. This fee is not retained by the collector or county. To pay by credit card, please complete the information and sign below.

MASTERCARD/VISA/DISCOVER

Notice: The convenience fee is 2.75% if you pay on-line at www.showmeboone.com/COLLECTOR

The convenience fee is 3.50% if paid by mail or in person.

Please check credit card brand and clearly write in account number below
 Discover MasterCard Visa

Number _____

3 Digit V-Code _____ Exp. Date _____
(#s on signature line on back of card) (Month) (Year)

I understand that the total amount charged on my credit card will include an additional convenience fee based on the schedules above.

SIGNATURE OF CARDHOLDER _____

DAYTIME PHONE NUMBER _____

If we are unable to process your credit card payment you will receive a new bill and late charges may apply. Please remit early.

AMOUNT TO PAY IF PAID IN 2005	
JAN	1.79
FEB	1.81
MAR	1.83
APR	1.85
MAY	67.12
JUN	67.14
JUL	83.21
AUG	115.34
SEP	115.36
OCT	115.36
NOV	115.36
DEC	115.36

Address correction

Name _____

Address _____

Address _____

City, State, Zip _____

NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256

**Remit payment to: Boone County Collector, Patricia S. Lensmeyer
801 E. Walnut, Room 118, Columbia, MO 65201-4890**

TOTAL DUE IF NOT PAID BY 12/31/2003 SEE CHART



Parcel Number
11-619-24-00-001.03

BILL NUMBER 2003R008900
Duplicate Bill Issued Date **7/22/2005**

DELINQUENT

**2004 BOONE COUNTY REAL ESTATE
TAX STATEMENT**

COLLECTOR OF REVENUE, PATRICIA S. LENSMEYER
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
9th & Ash - 801 E. Walnut, Room 118, Columbia, MO 65201-4890
TELEPHONE (573) 886-4285 FAX (573) 886-4294
www.showmeboone.com
Office hours 8am to 5pm Monday through Friday, except scheduled holidays



BILL NUMBER 2004R009100
Duplicate Bill Issued Date 7/22/2005

Include bill number(s) on check. Multiple bills may be paid with one check.

Mail early to avoid penalties. Postmark date determines month of payment. See penalty chart for amount if paid or postmarked after December 31.

For your convenience, a drop box is located at the 9th Street entrance to the County Government Center.

If you do not own this property, return the bill with the correct owner(s) name and address. Ownership changes after October 1 often do not allow enough time to update account information before the bills are printed.

If your mortgage payments include taxes, forward this bill to your loan company so this bill will be paid in a timely manner.

Payment may be made by check, money order, traveler's check, credit card or cash. Please do not send cash through the mail.

Pay on-line by e-check or credit card at www.showmeboone.com/COLLECTOR/ 24 hours a day, 7 days a week.

Pay by phone - call toll-free 1-888-2PAY-TAX(1-888-272-9829) 24 hours a day, 7 days a week - the jurisdiction code for Boone County is 3517

NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256

TOTAL DUE IF NOT PAID BY 12/31/2004 SEE CHART

Parcel Number 11-619-24-00-001.03

Property Description:

Parcel Number 11-619-24-00-001.03
CLEARVIEW DR
Sct 24 Twp 49 Rge 13
MPT E 1/2 SW
TR 2 SUR 717-580

APPRAISED VALUE: 100
RESIDENTIAL: 19
TOTAL ASSESSED: 19

******* BACK TAXES ARE DUE *******

**TAXES BECOME
DELINQUENT ON
JANUARY 1, 2005**

ENTITY	RATE	AMOUNT
STATE	.0300	.01
COUNTY	.2495	.04
COLUMBIA SCHOOL	4.9444	.94
BOONE CNTY FIRE	.8231	.16
BC LIBRARY	.3200	.06
COMMON ROAD	.0500	.01
Total Rate	6.4170	Tax 1.22
LATE CHARGES		.50
TOTAL DUE IF NOT PAID BY 12/31/2004		
TOTAL DUE		SEE CHART

To calculate amount (Assessed Value/100 x Rate = Tax \$)

SEPARATE HERE AND RETURN BOTTOM PORTION WITH PAYMENT. If paying by credit card please fill out appropriate information.

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Please check credit card brand and clearly write in account number below
 Discover MasterCard Visa

Number _____

3 Digit V-Code _____ Exp. Date _____
(#s on signature line on back of card) (Month) (Year)

I understand that the total amount charged on my credit card will include an additional convenience fee based on the schedules above.

SIGNATURE OF CARDHOLDER _____

DAYTIME PHONE NUMBER _____

If we are unable to process your credit card payment you will receive a new bill and late charges may apply. Please remit early.

AMOUNT TO PAY IF PAID IN 2005	
JAN	1.33
FEB	1.35
MAR	1.64
APR	1.66
MAY	1.68
JUN	1.70
JUL	1.72
AUG	1.74
SEP	1.77
OCT	1.77
NOV	1.77
DEC	1.77

TOTAL DUE IF NOT PAID BY 12/31/2004 SEE CHART

Parcel Number 11-619-24-00-001.03

Address correction

Name _____

Address _____

Address _____

City, State, Zip _____

NBC INC
104 E BROADWAY
COLUMBIA MO 65203-4256

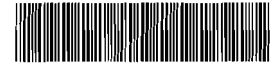
Remit payment to: Boone County Collector, Patricia S. Lensmeyer
801 E. Walnut, Room 118, Columbia, MO 65201-4890

******* BACK TAXES ARE DUE *******



BILL NUMBER 2004R009100
Duplicate Bill Issued Date 7/22/2005

DELINQUENT
2003 BOONE COUNTY NEIGHBORHOOD
IMPROVEMENT DISTRICT STATEMENT



BILL NUMBER 2003N000085
 Duplicate Bill Issued Date 7/22/2005

COLLECTOR OF REVENUE, PATRICIA S. LENSMEYER
 ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
 Ash - 801 E. Walnut, Room 118, Columbia, MO 65201-4890
 TELEPHONE (573) 886-4285 FAX (573) 886-4294
 www.showmeboone.com
 Office hours 8am to 5pm Monday through Friday, except scheduled holidays

Include bill number(s) on check. Multiple bills may be paid with one check.
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NBC INC
 104 E BROADWAY
 COLUMBIA MO 65203-4256

Payment may be made by check, money order, traveler's check, credit card or cash. Please do not send cash through the mail.
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Pay by phone - call toll-free 1-888-2PAY-TAX(1-888-272-9829) 24 hours a day, 7 days a week - the jurisdiction code for Boone County is 3517

TOTAL DUE IF NOT PAID BY 12/31/2003 SEE CHART

Parcel Number 11-619-24-00-001.03

Property Description:
 Parcel Number 11-619-24-00-001.03
 CLEARVIEW DR
 Sct 24 Twp 49 Rge 13
 MPT E 1/2 SW
 TR 2 SUR 717-580

ENTITY	AMOUNT
N. I. D.	234.08
PRINCIPAL	200.00
INTEREST	34.08
Total	234.08
LATE CHARGES	96.77

TOTAL DUE IF NOT PAID BY 12/31/2003
TOTAL DUE SEE CHART

NEIGHBORHOOD IMPROVEMENT DISTRICT
 CLEARVIEW
 YEAR ASSESSMENT 10
 FIRST INSTALLMENT - 1994
 FINAL INSTALLMENT - 2003

TAXES BECOME DELINQUENT ON JANUARY 1, 2004

To calculate amount (Assessed Value/100 x Rate = Tax \$)

SEPARATE HERE AND RETURN BOTTOM PORTION WITH PAYMENT. If paying by credit card please fill out appropriate information.

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MASTERCARD/VISA/DISCOVER

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The convenience fee is 3.50% if paid by mail or in person.

Please check credit card brand and clearly write in account number below
 Discover MasterCard Visa

Number _____

3 Digit V-Code _____ Exp. Date _____
 (3 #'s on signature line on back of card) (Month) (Year)

Understand that the total amount charged on my credit card will include an additional convenience fee based on the schedules above.

SIGNATURE OF CARDHOLDER _____

DAYTIME PHONE NUMBER _____

If we are unable to process your credit card payment you will receive a new bill and late charges may apply. Please remit early.

AMOUNT TO PAY IF PAID IN 2005	
JAN	300.81
FEB	305.82
MAR	310.82
APR	315.83
MAY	320.84
JUN	325.85
JUL	330.85
AUG	335.86
SEP	340.87
OCT	340.87
NOV	340.87
DEC	340.87

Address correction

Name _____

Address _____

Address _____

City, State, Zip _____

NBC INC
 104 E BROADWAY
 COLUMBIA MO 65203-4256

Remit payment to: Boone County Collector, Patricia S. Lensmeyer
 801 E. Walnut, Room 118, Columbia, MO 65201-4890

TOTAL DUE IF NOT PAID BY 12/31/2003 SEE CHART



Parcel Number 11-619-24-00-001.03
BILL NUMBER 2003N000085
 Duplicate Bill Issued Date 7/22/2005

NAME(S) ON TAX STATEMENT: NBC, Inc
(LAST) (FIRST) (MIDDLE)

PARCEL NUMBER 11-619-24-00-001.03

LEGAL DESCRIPTION

SEE ATTACHED

JJC INITIAL IF LEGAL DESCRIPTION MATCHES DESCRIPTION ON DELINQUENT STATEMENTS.
IF NOT, EXPLAIN DISCREPANCIES ON BACK.

NAME OF OWNER(S) NBC, Inc.
ADDRESS 104 E Broadway
Columbia, MO 65203
TITLE TAKEN BY Quit Claim Deed
DATE OF DEED 05/05/2000 DATE RECORDED 05/17/2000
BOOK/PAGE 1621-219

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 _____

CHECK BOX IF ADDITIONAL DEED(S) OF TRUST SHOWN ON THE NEXT PAGE

SPECIAL ASSESSMENTS None DATE _____
ADDRESS _____
FEDERAL/STATE TAX LIENS None DATE _____
ADDRESS _____
MECHANICS LIENS None DATE _____
ADDRESS _____
JUDGMENTS None DATE _____
ADDRESS _____
OTHER RECORDS None DATE _____
(LIS PEND', ETC.) _____

NAME, ADDRESS & PHONE NUMBER OF
COMPANY COMPLETING LIEN SEARCH

Monarch Ttile Company
320 E Broadway Suite D
Columbia, MO 65201
573-441-0725

RECEIVED

MAY 27 2005

BOONE COUNTY COLLECTOR

SEARCHED BY:
Josh Cohen

M. Cohen

SIGNATURE OF SEARCHER

DATE SEARCHED 05/17/2005

ADDITIONAL INFORMATION/COMMENTS:

1-Cert
6/3/05 g.

E Sackets Rd

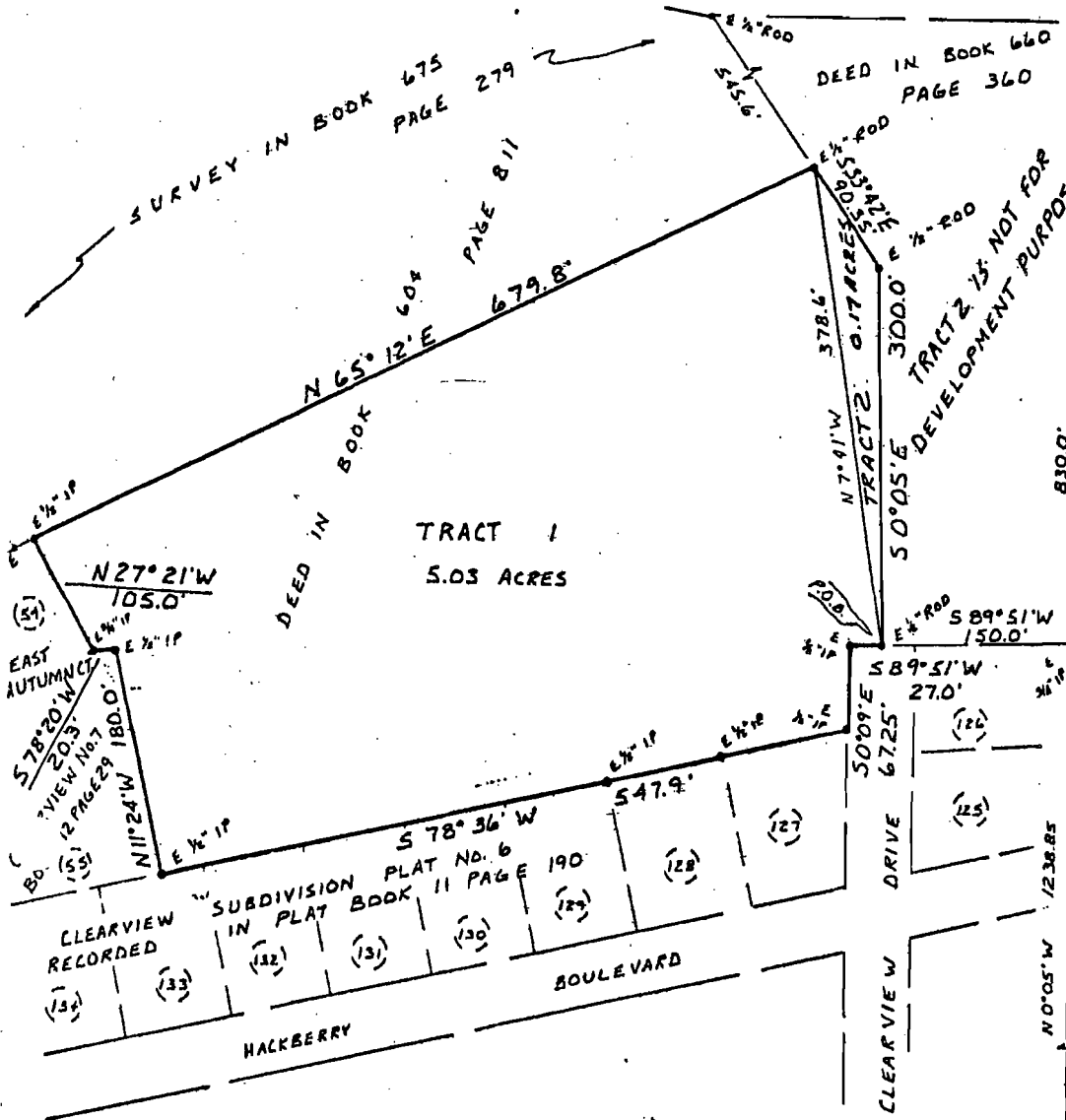
11-619-24-00-001.03

E Clearview Dr

E Hackberry Blvd



Clearview Dr
before NID



SURVEY FOR JOHN PAYNE
 SURVEY BY JAMES W. BRUSH & ASSOC.
 JAMES W. BRUSH LS 1186

This is to certify that in March 1989 I made a survey of a tract of land in the Southwest Quarter of Section 24, Township 49 North, Range 13 West, Boone County, Missouri, being part of the Deed recorded in Book 604 Page 811 of the Boone County Records, and more particularly described as follows:

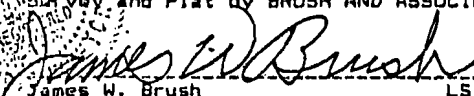
Starting at the South Quarter corner of said Section 24; thence with the Quarter Section line, N 0° 05' W, 1238.85 feet to the Northeast corner of Lot 126 of Clearview Subdivision, Plat No. 6, recorded in Plat Book 11 Page 190 of the Boone County Records, also being the Southeast corner of the Deed recorded in Book 660 Page 360 of the Boone County Records; thence with the common line of said Deed and Subdivision, S 89° 51' W, 150.0 feet to the Southwest corner of said Deed recorded in Book 660 Page 360, the Point of Beginning;

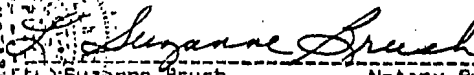
Thence from the Point of Beginning, continuing with the lines of said Clearview Subdivision, Plat No. 6, S 89° 51' W, 27.0 feet; thence S 0° 09' E, 67.25 feet; thence S 78° 36' W, 547.9 feet to the Southeast corner of Lot 55 Clearview Subdivision, Plat No. 7, recorded in Plat Book 12 Page 29 of the Boone County Records; thence leaving the lines of said Clearview Subdivision, Plat No. 6 and with the Eastern line of said Clearview Subdivision, Plat No. 7, N 11° 24' W, 180.0 feet; thence S 78° 20' W, 20.3 feet; thence N 27° 21' W, 105.0 feet to the Northern corner of Lot 54, Clearview Subdivision, Plat No. 7; thence leaving the lines of said Clearview Subdivision, Plat No. 7 and with the South line of the survey recorded in Book 675 Page 279 of the Boone County Records, N 65° 12' E, 679.8 feet to the West line of said Deed in Book 660, Page 360; thence leaving the South line of said survey and with said West line, S 33° 42' E, 90.35 feet; thence S 0° 05' E, 300.0 feet to the Point of Beginning and containing 5.20 acres.

I then divided the above described into two (2) tracts.

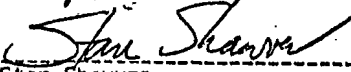
Results of this survey are as shown on the attached plat.

I hereby certify that the above survey was made under my direction and conforms to the Current Minimum Standards for Property Boundary Surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey.

Survey and Plat by BRUSH AND ASSOCIATES:

 James W. Brush LS 1186

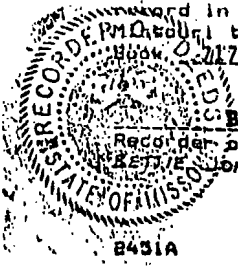
Subscribed and sworn to before me, a Notary Public in and for Boone County, Missouri this 3rd day of April, 1989.

 Suzanne Brush Notary Public
 My Commission Expires: 3-8-91.

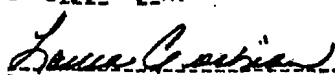
Approved by the Boone County Planning Department this 3rd day of April, 1989.


 Stan Shawver

State of Missouri)
) SS
 County of Boone)

I, the undersigned, do hereby certify that this survey was filed for record in the Office of the Recorder of Deeds of Boone County Missouri, this 3 day of April, 1989 and recorded in Book 217 Page 580 and filed at 1:30 P.M.


 Bettie Johnson
 Recorder of Deeds
 JOHNSON
 2431A


 Deputy Recorder of Deeds
 Laura Cochran

From: Kay Murray
To: Patricia Lensmeyer
Date: 7/22/2005 10:04:42 AM
Subject: Re: Clearview NID

Yes we have plenty of money. Go for it.
K

>>> Patricia Lensmeyer 7/21/2005 1:01:00 PM >>>

Kay,

John Patton has prepared a Quit Claim Deed on the parcel we discussed in the Clearview NID. Would you please verify that there is enough money to close out Clearview NID if we write off bill 2003N85 in the amount (July amount) of \$330.85.

Many thanks,
Pat

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the 28th day of July 20 05

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

Now on this day the County Commission of the County of Boone does hereby establish:

AN ORDER ORDERING THE PROJECT; HILL CREEK SANITARY SEWER NEIGHBORHOOD IMPROVEMENT DISTRICT IMPROVEMENTS TO BE MADE AND AUTHORIZING THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, TO OBTAIN FINANCING, REIMBURSE ITSELF AND RECORD WITH RECORDER OF DEEDS.

WHEREAS, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined that Hill Creek Sanitary Sewer Neighborhood Improvement District Project number 9643 to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order 290-2005; and

WHEREAS, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

Section 1. The plans and specifications for the Hill Creek Neighborhood Improvement District Project providing for an estimate cost of \$1,652,980.60 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the improvements described therein are ordered to be made.

Section 2. The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is \$2,066,225.75.

Section 3. The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

300-2005

HILL CREEK SANITARY SEWER NID
PROPOSED ASSESSMENT ROLL

BOONE COUNTY MO AUG 1 2005

#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	PROPOSED ASSESSMENT
1	20-303-11-01-010.00	ALLEN	RONALD D.	ALLEN	ROSEMARY K.	800 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot Ten (10) of Hillcreek Subdivision according to the plat recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
2	20-303-11-01-038.00	AMIOT	BENNETT J.	KINKEAD-AMIOT	KIMBERLY K.	1301 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 38 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
3	20-601-14-02-009.00	ANDREWS	JAMES W	ANDREWS	L LUANN	7801 CAVE CREEK RD	COLUMBIA	MO	65203	Lot "P" of Hill Creek Subdivision as shown by a survey recorded Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
4	20-303-11-01-019.00	BAILLARGEON	JASON W.	BAILLARGEON	MICHELLE L.	7350 CHIMNEY RIDGE RD.	COLUMBIA	MO	65203	Lot 19 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
5	20-303-11-01-025.00	BASNETT	RICHARD J.	BASNETT	JAIME	1101 COVERED BRIDGE ROAD	COLUMBIA	MO	65203	Lot 25 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
6	20-303-11-01-042.00	BAY	DONALD M	BAY	JOAN M.	7601 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 42 Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
7	20-601-14-01-028.00	BLUMER	STEPHEN L.	BLUMER	KAREN J	8181 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 25 of Hill Creek Subdivision Addition 1, as shown by Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	\$ 18,783.87
8	20-601-14-02-020.00	BRAKHAGE	GEORGE K	BRAKHAGE	NANCY H	7852 S HILL CREEK RD	COLUMBIA	MO	65203	Lot DD of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
9	20-601-14-01-019.00	BROCKSMITH	JAMES T	BROCKSMITH	VICKI E.	620 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 19 of Hill Creek Subdivision Addition 1, as shown on plat recorded in Plat Book 13, Page 28, Boone County Records except that part being called Tract B on survey recorded in Book 782, Page 655, Boone County Records and including that part of Lot 19 of said Subdivision being Tract A of survey recorded in Book 782, Page 655, Records of Boone County, Missouri.	\$ 18,783.87
10	20-601-14-02-007.00	BROWN	JAMES R.	BROWN	BETH M	7650 S CAVE CREEK RD	COLUMBIA	MO	65203	Lot "N" Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
11	20-303-11-01-003.00	CLARK	DAVID P.	CLARK	TERRY L.	551 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 3 of Hillcreek Subdivision as shown by the survey thereof recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
12	20-601-14-01-024.00	CLINTON	THOMAS L	CLINTON	DONNA S	8151 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 24 of Hill Creek Subdivision Addition 1, as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	\$ 18,783.87
13	20-303-11-01-001.00	CREIGHTON	DONALD L.	CREIGHTON	MONICA ANN	651 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 1 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
14	20-601-14-01-020.00	DEMING	CHARLES E	DEMING	JERRI	520 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 20 Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26 of Boone County, Missouri Records, except that part thereof conveyed by Warranty Deed recorded in Book 723, Page 84, Records of Boone County, Missouri.	\$ 18,783.87
15	20-601-14-02-008.00	DENBOW, TRUSTEE	GARY A	DENBOW, TRUSTEE	DORIS J	7700 CAVE CREEK RD	COLUMBIA	MO	65203	Lot "O" of Hill Creek Subdivision as shown by a survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
16	20-601-14-02-006.00	DENNEY	JERRY C	DENNEY	ANN M	7701 CAVE CREEK RD	COLUMBIA	MO	65203	Lot "M" Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, except lot L2, as described in Book 675, Page 277, Records of Boone County, Missouri.	\$ 18,783.87
17	20-303-11-01-046.00	DIAZ	STANLEY N	DIAZ	ELENA L	7452 S HILL CREEK RD	COLUMBIA	MO	65203	A tract of land in the SE 1/4 of Section 11, T 47 N, R 13 W as shown by Survey recorded in Book 374, Page 313, Boone County Records and also designated as Lot D Hill-Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Boone County Records, together with a part of Lot C of Survey 414, Page 18 and excepting part of Lot D as described by Survey recorded in Book 414, Page 18 as described by Warranty Deed recorded in Book 1117, Page 619, Records of Boone County, Missouri.	\$ 18,783.87
18	20-303-11-01-043.00	DONAHUE	HAROLD JOHN			650 W RIDGE RUN #42	COLUMBIA	MO	65203	Lot 43 Hill Creek Subdivision as shown on Survey recorded in Book 414, Page 18, Boone County Records and as described by Warranty Deed recorded in Book 771, Page 802, Boone County Records.	\$ 18,783.87
19	20-601-14-01-004.00	DORST	STANLEY K	YOEST	MARGARET	7771 HILL CREEK RD	COLUMBIA	MO	65203	Lot 10 of Hill Creek Subdivision Addition 1, as shown by the plat recorded in Plat Book 13, Page 26 Records of Boone County, Missouri.	\$ 18,783.87
20	20-601-14-02-024.00	DUCHARME	JEROME C	DUCHARME	DEBORAH M	275 W HIGH POINT LN	COLUMBIA	MO	65203	Lot HH of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
21	20-303-11-01-013.00	DUNKLIN	DAVID ALAN	DUNKLIN	SUSAN MARIE	701 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 13 of Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
22	20-303-11-01-024.00	EICHELBERGER	ROBERT W.	EICHELBERGER	DEBRA R.	1051 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 24 Hill Craek Subdivision as shown by survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
23	20-303-11-01-012.00	EVERETT	ELWOOD D.	EVERETT	BILLIE J.	800 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 12 of Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
24	20-601-14-02-025.00	FALCO	MICHAEL ANTHONY			263 W HIGHT POINT LN	COLUMBIA	MO	65203	Lot II of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri except that part for roadway as described in Book 1125, Book 740, Records of Boone County, Missouri.	\$ 18,783.87
25	20-303-11-01-050.00	FLAKER	GREGORY	FLAKER	SONDRA	7501 CAVE CREEK RD	COLUMBIA	MO	65203	Tract I-J of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
26	20-601-14-01-010.00	FLUESMEIER	J BRUCE	FLUESMEIER	KATHERINE D	7651 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 9 of Hill Creek Subdivision Addition 1 as shown by Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	\$ 18,783.87
27	20-303-11-01-028.00	FOOTE	JERRY	FOOTE	HEATHER	7351 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 28 Hill Creek Subdivision as shown by Survey recorded in Book 392, Page 934, Records of Boone County, Missouri.	\$ 18,783.87
28	20-303-11-01-021.00	FORD, JR.	WADE HAMPTON			901 COVERED BRIDGE RD	COLUMBIA	MO	65203	North part of Lot 21 Hill Craek Subdivision as shown by Survey recorded in Book 453, Page 205, Records of Boone County, Missouri.	\$ 18,783.87
29	20-303-11-01-044.00	FORD	GARY L	FORD	CHRISTINA	800 W RIDGE RUND RD	COLUMBIA	MO	65203	Lot 44 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87

HILL CREEK SANITARY SEWER NID
PROPOSED ASSESSMENT ROLL

BOONE COUNTY MO AUG 1 2005

#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	PROPOSED ASSESSMENT
30	20-303-11-01-048.00	FORIESTER	JERRY WALTER			7500 CAVE CREEK RD	COLUMBIA	MO	65203	A tract of land in SE 1/4 of SE 1/4 Section 11, T 47, R 13 as shown by Survey recorded in Book 378, Page 835, Boone County Records and as described in Warranty Deed recorded in Book 811, Page 354, Boone County Records being Lot F Hill Creek Subdivision.	\$ 18,783.87
31	20-303-11-01-008.00	FRANKLIN	DEAN	FRANKLIN	JANET RAE	550 COVERED BRIDGE RD.	COLUMBIA	MO	65203	A tract of land in the W 1/2 of SE 1/4 Section 11, T 47 N, R 13 W as described by the Warranty Deed recorded in Book 473, Page 9, Boone County Records being Lot 9 of Hill Creek Subdivision.	\$ 18,783.87
32	20-601-14-02-004.00	FRANKLIN	GARY W	FRANKLIN	NANCY R	7601 CAVE CREEK RD	COLUMBIA	MO	65203	Lot 'K' of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri	\$ 18,783.87
33	20-303-11-01-027.00	GOLDENHERSH	DON ROBERT	GOLDENHERSH	ELIZABETH DIANA	950 COVERED BIRDGE RD	COLUMBIA	MO	65203	Lot 27 of Hillcreek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
34	20-303-11-01-047.00	GREENUP	RICHARD L	GREENUP	TAMMY J	7431 CAVE CREEK RD	COLUMBIA	MO	65203	Lot E on plat of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
35	20-601-14-02-022.00	GREENWELL	SUSAN G			8002 S HILL CREEK RD	COLUMBIA	MO	65203	Lot FF of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri	\$ 18,783.87
36	20-303-11-01-049.00	GRUBICY	CLAUDIO A	GRUBICY	DOREEN	7550 CAVE CREEK RD	COLUMBIA	MO	65203	Lot G Hill Creek Subdivision as shown by the Plat recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
37	20-303-11-01-032.00	HALL	DANIEL Y.	HALL	CINDY E.	7451 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 32 of Hill Creek Subdivision as shown by Survey recorded in Book 718, Page 64, Records of Boone County, Missouri.	\$ 18,783.87
38	20-303-11-01-031.00	HANCOCK	JAMES R.	HANCOCK	MYRA A.	1150 Covered Bridge Rd.	COLUMBIA	MO	65203	Lot 31 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
39	20-601-14-02-012.00	HILLMAN	RICHARD E.	HILLMAN	LAURA S	7800 CAVE CREEK RD	COLUMBIA	MO	65203	Lot T Hill Creek Subdivision as described by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
40	20-303-11-01-035.00	HIMMELBERG	GLEN R	HIMMELBERG	MARILYN J.	1191 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 35 Hill Creek Subdivision as described by Surveys recorded in Book 414, Page 18 and Book 828, Page 884, Records of Boone County, Missouri.	\$ 18,783.87
41	20-303-11-01-015.00	HOEPPNER	RICHARD E.	HOEPPNER	PAMELA PARKER	801 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 15 of Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, and Survey recorded in Book 606, Page 740, all Records of Boone County, Missouri.	\$ 18,783.87
42	20-303-11-01-023.00	DABSON	BRIAN	DABSON	KAREN	4908 GREENWAY DR.	BETHASDA	MD	20816	Lot 23, Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
43	20-303-11-01-034.00	HOUSTON	THOMAS E.	HOUSTON	STACIE J.	1171 COVERED BRIDGE ROAD	COLUMBIA	MO	65203	Lot 34 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
44	20-303-11-01-040.00	SNYDER	LISA	SYNDER	MICHAEL	651 W RIDGE RUN	COLUMBIA	MO	65203	Lot 40 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
45	20-303-11-01-033.00	KIM, TRUSTEE	HYUN DJU	KIM, TRUSTEE	MARY F.	1151 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 33 of Hill Creek Subdivision as shown by survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
46	20-303-11-01-026.00	KNOX	WILLIAM A.	KNOX	KAY E	7301 CHIMNEY RIDGE ROAD	COLUMBIA	MO	65203	Lot 28 of Hill-Creek Subdivision as shown by the survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
47	20-303-11-01-005.00	LABOILE	CYNTHIA S.F.			451 COVERED BRIDGE	COLUMBIA	MO	65203	Lot 5-8 of Hill-Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, all in Boone County Records.	\$ 18,783.87
48	20-601-14-01-006.00	LEMASTER	JOSEPH W	LEMASTER	JUDITH A	561 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 12 of Hill Creek Subdivision Addition 1 as shown by the plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
49	20-601-14-02-018.00	LIEBHART	BRYAN	LIEBHART	TRINA	7752 S HILLCREEK RD	COLUMBIA	MO	65203	Lot BB of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
50	20-303-11-01-016.00	MASON, Trustee	RONALD E.	MASON, Trustee	MADOLYN M.	851 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 16 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18 Records of Boone County, Missouri.	\$ 18,783.87
51	20-601-14-01-017.00	MEYER JR	DONALD JOSEPH	MEYER	LESLIE ANN	720 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 17 of Hill Creek Subdivision Addition 1 as shown by the Plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
52	20-601-14-01-014.00	MILLIKAN	STEVEN D	MILLIKAN	SHARON L	7701 S CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 2 of Hill Creek Subdivision Addition 1, as shown by the plat recorded in Plat Book 13, Page 28, Records of Boone.	\$ 18,783.87
53	20-601-14-01-012.00	MONTGOMERY	RICHARD L	MONTGOMERY	BETTY L	7650 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 4 of Hill Creek Subdivision Addition 1, as shown by plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
54	20-601-14-02-001.00	MOOSMANN	THOMAS R	MOOSMANN	ANGELIA	7852 S HILL CREEK RD	COLUMBIA	MO	65203	Lot "A" of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
55	20-303-11-01-008.00	MORRIS	LYNN S.	MORRIS	DAVID D.	500 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 8 of Hill Creek Subdivision being in the SE 1/4 of Section 11, T 47, R 13 as described by Warranty Deed recorded in Book 384, Page 784, Records of Boone County, Missouri.	\$ 18,783.87
56	20-601-14-01-002.00	MOYNIHAN	FRANCIS T	MOYNIHAN	MELINDA NIXON	7871 S HILLCREEK RD	COLUMBIA	MO	65203	Lot 8 Hill Creek Subdivision Addition 1 as shown by the plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
57	20-303-11-01-036.00	MYERS	TIMOTHY J.	MYERS	KIMBERLY A.	1201 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 38 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
58	20-303-11-01-018.00	NOSIC	RALF S.	NOSIC	ELIZABETH A.	7300 CHIMNEY RIDGE RD.	COLUMBIA	MO	65203	Lot 18 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
59	20-601-14-02-003.00	OKKER	PATRICIA ANN	EDGING	RICHARD BENTON	7600 CAVE CREEK RD	COLUMBIA	MO	65203	Lot "H" of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
60	20-303-11-01-011.00	OLIVER	DAVID A.	OLIVER	CAROLYN P.	7150 CHIMNEY RIDGE RD.	COLUMBIA	MO	65203	Lot 11 of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
61	20-303-11-01-037.00	OLLAR	JAMES H	OLLAR	SANDRA E	1251 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 37 Hill Creek Subdivision as shown on Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
62	20-303-11-01-039.00	CRAVER	JEFFREY W.	CRAVER	KIRSTEN S.	7450 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 39 Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87

HILL CREEK SANITARY SEWER NID
PROPOSED ASSESSMENT ROLL

BOONE COUNTY MO AUG 1 2005

#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	PROPOSED ASSESSMENT
63	20-303-11-01-045.00	QUINN, TRUSTEE	BARRY J	QUINN, TRUSTEE	MARJORIE A	7502 S HILL CREEK RD	COLUMBIA	MO	65203	A TRACT OF LAND IN SE 1/4 OF Section 11, T 47 N, R 13 W, as shown by survey recorded in Book 392, Page 87, Boone County Records, except that part described in deed recorded in Book 1117, Page 490, Boone County Records and a part of Lot D of Survey recorded in Book 414, Page 18, Boone County Records as described in Warranty Deed recorded in Book 1254, Page 952, Boone County Records.	\$ 18,783.87
64	20-601-14-01-013.00	RABADAN	JAMES R.	RABADAN	KATHLEEN A	7651 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 1 Hill Creek Subdivision Addition 1 as shown by the plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
65	20-601-14-01-022.00	SJP REVOCABLE TRUST, Stephen J. Povinelli, Trustee		SJP REVOCABLE TRUST, Nan Povinelli, Trustee		8021 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 22 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
66	20-303-11-01-014.00	SAUPE	JOSEPH L.	SAUPE	VIVIAN M.	751 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 14 Hill Creek Subdivision as shown by the Survey recorded in Book 374, Page 177, Records of Boone County, Missouri.	\$ 18,783.87
67	20-601-14-02-011.00	MBP DEVELOPMENT, LLC				P.O. BOX 10225	COLUMBIA	MO	65205	Lot R, Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
68	20-601-14-01-018.00	SCHNABEL	ROBERT D	SCHNABEL	JENNIFER L	870 W LOGWOOD LANE	COLUMBIA	MO	65203	Lot 18 of Hill Creek Subdivision Addition 1, as shown on Plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri, except parcel shown as Tract A on Survey recorded in Book 831, Page 988, Boone County Records, and including that part of Lot 19 of said subdivision being Tract B of Survey recorded in Book 782, Page 855, Boone County Records.	\$ 18,783.87
69	20-601-14-02-002.00	SCHROEDER	KEVIN G W	SCHROEDER	STACY R	7802 S HILL CREEK RD	COLUMBIA	MO	65203	Lot "B" of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
70	20-601-14-02-021.00	SCROGGINS	LARRY	BOTHWELL	MARCELLA R	7902 S HILL CREEK RD	COLUMBIA	MO	65203	Lot EE of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
71	20-601-14-01-001.00	SETSER	HENRY R	SETSER	TAMRA WILSON	7611 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 7 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 28 Records of Boone County, Missouri.	\$ 18,783.87
72	20-601-14-02-023.00	SHARP, TRUSTEE	SALLY EDMUNDS			205 W HIGHT POINT LN	COLUMBIA	MO	65203	Lot GG of Hill Creek Subdivision as shown by Survey recorded in Book 396, Page 282, Records of Boone County, Missouri.	\$ 18,783.87
73	20-303-11-01-029.00	SILVER	DONALD	SILVER	HELEN H	1050 COVERED BRIDGE ROAD	COLUMBIA	MO	65203	Lot 29 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
74	20-601-14-01-008.00	SMARR	MERLE N	SMARR	FRANCES ANN	601 LOGWOOD LN	COLUMBIA	MO	65203	Lot 14 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
75	20-601-14-01-023.00	STARMAN	DAVID L	WESSLER-STARMAN	DEON R	8071 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 23 of Hill Creek Subdivision Addition 1, as shown by Plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
76	20-601-14-02-013.00	STEVENS	DONALD R	STEVENS	CHERYL ANN	7800 CAVE CREEK RD	COLUMBIA	MO	65203	Lot U of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
77	20-303-11-01-004.00	THOMAS	RICHARD C.			18 N. 8TH ST.	COLUMBIA	MO	65201	Lot 4 of Hill-Creek Subdivision according to the plat thereof recorded in Deed Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
78	20-601-14-01-005.00	TOALSON, TRUSTEE	NANCY G.	TOALSON, TRUSTEE	Carl L.	541 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 11 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
79	20-303-11-01-007.00	VAN MATRE	CRAIG A.	VAN MATRE	LAURA J.	450 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 7 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
80	20-601-14-01-009.00	VANDEWALKER TRUSTEE	JEANNETTE	VANDEWALKER TRUSTEE	MARK	671 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 15 OF Hill Creek Subdivision as shown by the Plat recorded in Plat Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87
81	20-303-11-01-020.00	WALTERS	PHILLIP DEAN	WALTERS	JUDITH	PO BOX 1428	COLUMBIA	MO	65205	Lot 20 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
82	20-303-11-01-022.00	WESTENHAVER, TRUSTEE	KEITH G.	WESTENHAVER, TRUSTEE	ELEANOR JANET	851 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 22 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
83	20-303-11-01-030.00	WHITE	HARRY H.	WHITE	SERENA R.	PO BOX 716	COLUMBIA	MO	65205	Lot 30 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
84	20-303-11-01-017.00	WHITSITT	KEVAN F.	WHITSITT	ELLEN J.	7200 CHIMNEY RIDGE RD.	COLUMBIA	MO	65203	Lot 17 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
85	20-601-14-02-019.00	WITT, JR.	CHARLES P	WITT	NANCY R	7802 S HILL CREEK RD	COLUMBIA	MO	65203	Lot CC of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
86	20-303-11-01-002.00	WITTEN	DAVID M.	WITTEN	NETTA W.	601 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 2 Hill Creek Subdivision as shown on the plat of Hillcreek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	\$ 18,783.87
87	20-601-14-02-017.00	WRIGHT	FARROLL TIM	WRIGHT	JUDITH LEAH	7702 S HILL CREEK RD	COLUMBIA	MO	65203	Lot AA of Hill Creek Subdivision shown by Survey recorded in Book 414, Page 18, Boone County Records.	\$ 18,783.87
88	20-601-14-01-003.00	TRUE	C DIANE	SANDERS JR	LUTHER W	7731 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 9 Hill Creek Subdivision Addition 1, as shown by the Plat recorded in Book 13, Page 28, Records of Boone County, Missouri.	\$ 18,783.87



Recorded in Boone County, Missouri

Date and Time: 08/01/2005 at 08:35:52 AM

Instrument #: 2005021977 Book: 2781 Page: 11


Grantor: BOONE COUNTY OF

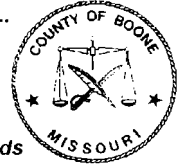
Grantee: HILL CREEK SANITARY SEWER NEIGHBORH...

Instrument Type: CERT

Recording Fee: \$39.00 E

No. of Pages: 7


Bettie Johnson, Recorder of Deeds



RECORDER OF DEEDS CERTIFICATE BOONE COUNTY, MISSOURI EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.

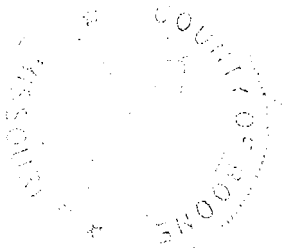


Bettie Johnson
Recorder of Deeds
801 E Walnut, Room 132
Columbia, Missouri 65201
573-886-4345

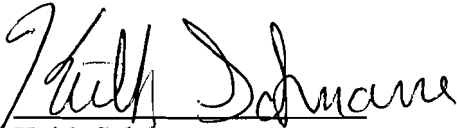
Section 4. This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as **Exhibit A**, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

Section 5. This Order shall be in full force and effect from and after its passage.

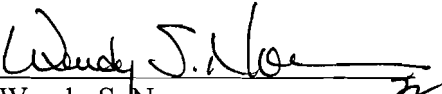
Done this 28th day of July, 2005.

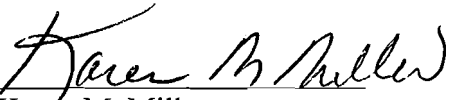


BOONE COUNTY MO AUG 1 2005


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

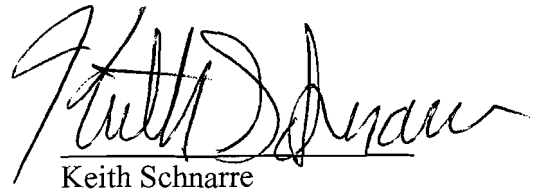
In the County Commission of said county, on the

28th day of July 20 05

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

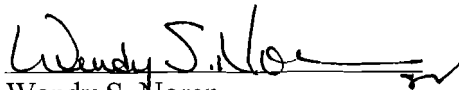
Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Purchase of Homemaker/Personal Care and Respite Care Services with Premier Home Health Care, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

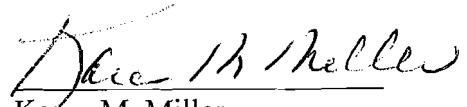
Done this 28th day of July, 2005.



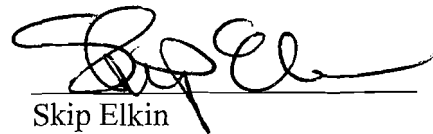
Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

AGREEMENT FOR PURCHASE OF HOMEMAKER/PERSONAL CARE
AND RESPITE CARE SERVICES

THIS AGREEMENT, dated the 28 day of JULY, 2005, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and Premier Home Health Care, Inc., hereinafter referred to as the "Provider".

WHEREAS, the County is desirous of providing homemaker/personal care and respite care services as stated in the application received by the Office of Community Services which is hereby incorporated by reference as fully as if herein set forth.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided to Boone County residents residing outside the City of Columbia and be provided to persons who meet the eligibility requirements established by the County.
2. Services specified in this Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to applicable State Licensing Rules for Home Health agencies and/or Missouri Department of Health and Senior Services Standards for Homemaker/Personal Care and Respite Care Services.
5. Provider shall keep and maintain authorization documents; records of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by County personnel and other personnel duly authorized by the County, subject to prior authorization by the patient.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against County, or its officers or employees, based upon the Provider's performance under this agreement, or the County's selection of Provider as a contracting agency, or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made

against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.

10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Division of Aging and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served.
12. The rate of reimbursement for the period July 1, 2005 through December 31, 2005 is \$3.65 per unit of service for homemaker/personal care services and \$3.19 per unit of service for respite care services. A unit of service is one-quarter hour. Reimbursement rates may be increased at the sole discretion of the County so as to ensure that reimbursement rates correspond with current state rates for these services.
13. The County shall pay the provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin January 1, 2005 or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on December 31, 2005.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination. In all circumstances, County's obligation to make payments hereunder is subject to annual appropriations made available by County to fund its obligations to Provider.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

BY: 

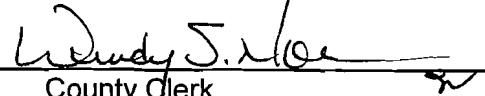
TITLE: President

DATE: 8/4/05

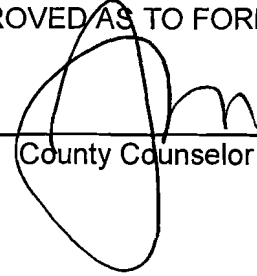
BOONE COUNTY, MISSOURI:

BY: 
Presiding Commissioner

ATTEST:

BY: 
County Clerk

APPROVED AS TO FORM:

BY: 
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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Term & Supply - No Encumbrance Required KH 7/25/2005 1420-86621
Signature Date Appropriation Account

301-2005

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

January 5, 2006

Mr. James Goff, President
Premier Home Health Care, Inc
1309 Parry
Lamar, MO 64759

RE: Renewal of County of Boone, Missouri Vendor Contract for Homemaker/Personal Care and Respite Care Services

Dear Mr. Goff:

This letter is to confirm the County of Boone's intent to renew your current contract to provide homemaker/personal care and respite care services to city clients as authorized by the Boone County office of the Department of Health and Senior Services. As you may know, your current city contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$3.65/unit (1/4 hour) for homemaker/personal care services and \$3.19/unit (1/4 hour) for respite care services.

Please confirm your agreement to renew your current contract with the County of Boone by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Cathy D. Richards
Office Manager

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2006 - December 31, 2006. Please **sign all three copies (you keep one) and return the other two to: Pat Burbridge, Clerk's Office, 801 East Walnut, Columbia, MO 65201**

Signed

President

1/18/06
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

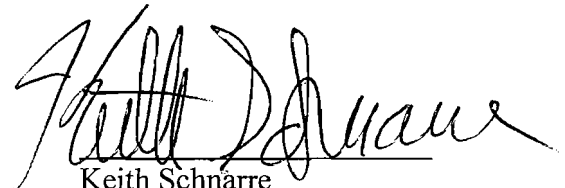
28th day of July 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the increase in the reimbursement rate for Homemaker/Personal Care and Respite Care services as follows:

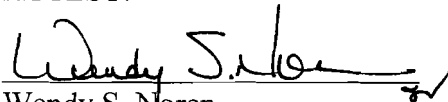
Homemaker/Personal Care Services – *Old Rate*: \$3.49 per ¼ hour; *New Rate*: \$3.65 per ¼ hour
Respite Care Services – *Old Rate*: \$3.03 per ¼ hour; *New Rate*: \$3.19 per ¼ hour

Done this 28th day of July, 2005.

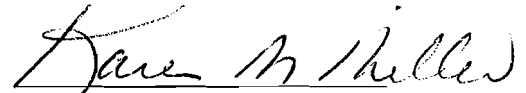


Keith Schnarre
 Presiding Commissioner

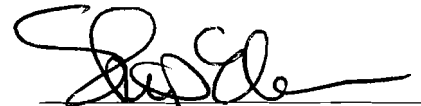
ATTEST:



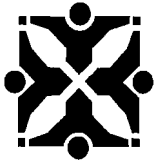
Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner



CITY OF COLUMBIA, MISSOURI

OFFICE OF COMMUNITY SERVICES

To: Boone County Commission

From: Phil Steinhaus, Manager

Date: July 20, 2005

- RE:
- ♦ Increase in Reimbursement Rate for Homemaker/Personal Care Services
 - ♦ Approval of Vendor Contract with Premier Home Health Care Inc, for Provision of Homemaker/Personal Care and Respite Care Services

COMMISSION SUMMARY

For FY2005 the County of Boone has appropriated \$16,500 for homemaker/personal care and respite care services for the elderly and disabled in Boone County. The Office of Community Services administrates these funds in cooperation with the Boone County Office of the Missouri Department of Health and Senior Services. Home health agencies are reimbursed on a monthly invoice basis for services provided to Boone County authorized clients from this pool of funds.

These funds provide supplemental services to the elderly and disabled that enable them to remain living in their own homes rather than a more institutional setting. Client eligibility is determined by the Department of Health and Senior Services and then services are authorized to be provided by contracted home health care vendors.

Currently Boone County has vendor contracts with the following home health care providers:

1. American HomeCare Management
2. Boone Hospital Home Care
3. Help At Home
4. HomeCare of Mid-Missouri
5. Northeast Community Action Corporation
6. University Nurses Senior Care

INCREASE IN CURRENT RATE OF REIMBURSEMENT

The State of Missouri has notified the Office of Community Services that the rate of reimbursement for these services has increased to the following rates effective on July 1, 2005.

	<u>Old Rate</u>	<u>New Rate</u>
➤ Homemaker/Personal Care Services	\$3.49 per ¼ hour	\$3.65 per ¼ hour
➤ Respite Care Services	\$3.03 per ¼ hour	\$3.19 per ¼ hour

Per article #12 in the current Boone County vendor contracts with these agencies, "Reimbursement rates may be increased at the sole discretion of the County so as to ensure that reimbursement rates correspond with current state rates for these services." This clause in the contact will allow the Boone County Commission to increase the current rate of reimbursement for these services effective on July 1, 2005.

NEW VENDOR CONTRACT

The Boone County Office of the Department of Health and Senior Services has recommended the addition of Premier Home Health Care, Inc. to the list of approved home health care vendors eligible to provide services to Boone County funded clients. Premier Home Health Care, Inc. has submitted significant state documentation of their ability to deliver services and is currently contracting with the State of Missouri to provide these services.

This contract is written for a six month term with the option of two one-year extensions at the sole discretion of the county. Three original copies of the vendor contract are attached.

RECOMMENDED COMMISSION ACTION

It is recommended that the Boone County Commission execute an order approving an increase in the Boone County rate of reimbursement for homemaker/personal care services and respite care services to match the current State of Missouri rate of reimbursement.

It is further recommended that the Boone County Commission execute an order approving a new vendor contract for homemaker, personal care and respite care services with Premier Home Health Care, Inc.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

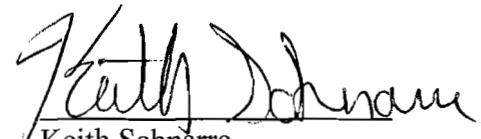
28th day of July

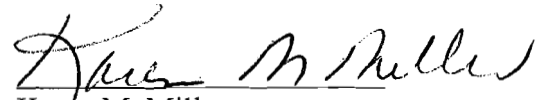
20 05

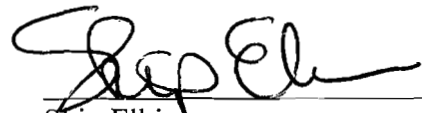
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Level B Child Support Enforcement Cooperative Agreement with the State of Missouri Department of Social Services Family Support Division. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

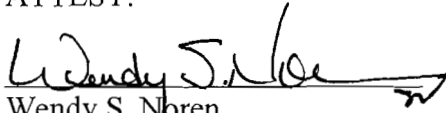
Done this 28th day of July, 2005.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

J. Budget Estimates:

Total COUNTY expenditures during the period covered by this AGREEMENT are estimated at \$ 483,057.68. This estimate is made to comply with 45 CFR 303.107 (d). It is understood by the parties that this estimate shall neither authorize nor limit any particular expenditure or level of expenditures. The COUNTY shall also comply with 13 CSR 30-9.010(4) which requires counties to submit an annual budget before the 1st day of July for the upcoming calendar year.

K. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion From Lower Tier Covered Transactions:

1. COUNTY understands this certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' Responsibilities, and acknowledges receipt of the Instructions for Certification sent with this document and understands said instructions are to be read before certifying the statements in K.2. and 3. below.

2. COUNTY certifies, by signing and submitting this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. Where COUNTY is unable to certify to any of the statements listed in K.2. above, it shall attach an explanation to this AGREEMENT.

IN WITNESS WHEREOF, THE COUNTY AND THE STATE EXECUTE THIS AGREEMENT:

For the County of Boone

For the Family Support Division:

Keith Johnson
Presiding Commissioner

Amel R. Luck
Director

7-28-05
Date

8-4-05
Date

[Signature]
Prosecuting Attorney

7/7/05
Date

Cheryl Whitman
Clerk of the Circuit Court

7/11/05
Date

APPROVED AS TO
LEGAL FORM
[Signature]
DATE: 7/11/05

CERTIFICATION:

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

[Signature] 7/19/2005
Auditor Date
1221- Various acct.
1243- Various acct.



RECEIVED

AUG 10 2005

Family Support Division

MATT BLUNT
GOVERNOR

MISSOURI
DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION

P.O. BOX 2320
JEFFERSON CITY
65102-2320
Telephone: 573-751-3221

RELAY MISSOURI
for hearing and speech impaired
TEXT TELEPHONE
1-800-735-2966
VOICE
1-800-735-2466

August 5, 2005

Mr. Keith Schnarre
Presiding Commissioner
Boone County
801 E. Walnut St.
Columbia, MO 65201

Dear Mr. Schnarre:

Enclosed is a copy of the fully executed Cooperative Agreement for child support services for the State Fiscal Year 2006. This Agreement is in effect July 1, 2005, through June 30, 2006. **This is the only copy being provided to your county; therefore, if other officials within your county require a copy, please share a copy with them.**

This Agreement enables the county to claim reimbursement for allowable child support related activities. Allowable costs incurred as of the first day of the calendar quarter in which this Agreement is in effect and subsequently hereafter are eligible for reimbursement. Please be aware of the time frames for submitting claims as set forth in 13 CSR 30-3.010 (5)(H).

Thank you for your assistance and cooperation. If you have any questions, please contact me at 816-889-5194 or Debbie Schnieders at 573-526-1424.

Sincerely,

Diane Salisbury
Manager
County Reimbursements

DLS/dss

Enclosure

c: Prosecuting Attorney
Circuit Clerk
File

LEVEL B

CHILD SUPPORT ENFORCEMENT COOPERATIVE AGREEMENT

State of Missouri

Department of Social Services

Family Support Division

This **AGREEMENT** is entered into between the State of Missouri, Department of Social Services, Family Support Division, hereinafter referred to as **STATE**, and the political subdivision identified below, including the Prosecuting Attorney thereof, the Circuit Clerk thereof, and the Presiding Commissioner thereof, hereinafter referred to as **COUNTY**.

COUNTY OF BOONE

WHEREAS, the **STATE**, through the Family Support Division of the Department of Social Services, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce child support obligations; and

WHEREAS, the **COUNTY** possesses resources useful in the establishment, enforcement, and collection of child support obligations;

NOW, in consideration of the mutual undertakings and agreements hereinafter set forth, the **STATE** and **COUNTY** agree as follows:

SPECIAL TERMS AND CONDITIONS

A. The COUNTY shall:

1. Appropriate to the Office of Prosecuting Attorney a sum of money sufficient for investigation and litigation of cases referred to that office by the STATE. Failure to appropriate resources sufficient to allow the Prosecuting Attorney to comply with the performance standards established by 13 CSR 30-2.010 shall be deemed a breach of this AGREEMENT and cause for its termination.

a. For purposes of this AGREEMENT, COUNTY is designated as a Level B county. This is defined as a county in which the prosecuting attorney has sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on referrals sent to him/her by the division.

2. Furnish office space and other administrative requirements mandated by Section 454.405, RSMo, provided that prior approval is obtained from the STATE for any office space that must be leased from the private sector. All space obtained from a private source shall be acquired in conformance with Sections 105.454, 50.660, RSMo, and 13 CSR 30-3.010 (5)(A).

3. Hire for the purpose of fulfilling the responsibilities of Section 454.405, RSMo, and this AGREEMENT, additional staff, such as assistant prosecuting attorneys, clerical, investigative, or administrative, after first obtaining prior written approval from the STATE, through the state IV-D agency, for additions of positions employed by the COUNTY and, notify the STATE of all

changes of staff carrying out the responsibilities defined in this **AGREEMENT** and for which federal financial participation is available.

a. For purposes of this **AGREEMENT**, “additional staff” is defined to mean any staff to be hired and paid by the **COUNTY** over and above the number of staff approved and funded by the **COUNTY**’s budget on the effective date of this **AGREEMENT** as stated in paragraph (J)(1) of this **AGREEMENT**.

4. Inform the **STATE**, in writing, 90 days prior to terminating a county-administered support enforcement program.

5. In accordance with the provisions of Section 32.057 and Chapter 143, of the Revised Statutes of Missouri and Regulations promulgated by the Department of Revenue (DOR), the **COUNTY** shall agree and understand that any data being provided by the DOR is confidential. The **COUNTY** must not make such data available to any other person or company in its entirety or in part whatsoever.

6. Maintain, as required by the **STATE**, all fiscal and other records necessary for reporting and accountability under the federal regulations and action transmittals, including but not limited to 45 CFR 302.15 and OCSE-AT-77-3, all provisions of 13 CSR 30-2.020; 13 CSR 30-3.010; 13 CSR 30-3.020 and, in addition thereto, records which reflect the direct and indirect costs expended in the performance of this **AGREEMENT**. These records will be available to the **STATE**, State Auditor, Department of Social Services’ Auditors, and/or federal officials for inspection and audit.

7. Submit monthly billings to the **STATE** for all actual allowable direct and indirect expenditures incurred under this **AGREEMENT**. Allowable expenditures are those eligible for

federal financial participation under 45 CFR Part 304 and those eligible under state regulations. Claims will be documented and submitted in compliance with state regulations and shall be signed by a **COUNTY** official who is a signatory to this **AGREEMENT** or by an individual designated in writing by one of these signatories.

8. If indirect costs are to be claimed, present to the **STATE** for its review and approval, a cost allocation plan prepared in accordance with applicable state and federal regulations and federal action transmittals pertaining thereto. The **STATE** will review the plan for compliance with federal directives and state regulations, advise the **COUNTY** regarding any area of possible non-compliance, and make reimbursement on the basis of an approved plan. Upon approval, the **STATE** will reimburse the **COUNTY** at the approved rate for the applicable period. Reimbursement in either case will be subject to adjustment upon state or federal audit.

9. Obtain written approval from the **STATE** prior to incurring out-of-state travel expenses as specified in 13 CSR 30-3.010(3)(G). Prior approval for reimbursement is not required for any in-state training provided by the **STATE**, the federal child support agency, other child support organizations or the Missouri Office of Prosecuting Services (MOPS) bi-annual training conferences provided that attendance is specific to training or discussions related to the child support program. If the subject matter is determined to be sufficiently program related, the director of the Family Support Division (or his/her designee) will approve reimbursement at the current FFP rate. Reimbursement for any travel expense shall be subject to the limitations set by the **STATE** for its own employees.

10. Obtain written approval for participation from the **STATE** prior to purchasing, for use in carrying out this **AGREEMENT**, tangible personal property with an acquisition cost of \$500 or more per unit as specified in 13 CSR 30-3.010(50(D)).

11. Ensure that none of the amounts certified for use pursuant to this **AGREEMENT** are federal funds, with the exception of federal revenue-sharing funds, which are matchable.

12. Ensure that should any claimed expenditures for federal financial participation be subsequently disallowed by the Missouri State Auditor, by Department of Social Services' Auditors, or by the United States Department of Health and Human Services (DHHS), the **COUNTY** shall reimburse the **STATE** in the full amount of any such disallowance. The **STATE** may utilize subsequent claims for reimbursement and/or incentives under this or subsequent agreements to offset the disallowance. The repayment period shall not exceed twelve (12) months from the date of notification of the disallowance to the **COUNTY** by the **STATE** unless prior written approval to extend the repayment period is granted by the **STATE**.

13. Establish and implement procedures to ensure that every individual who, as a regular part of his or her employment, receives, disburses, handles, or has access to or control over funds collected pursuant to the **AGREEMENT** is covered by a bond in an amount sufficient to indemnify the **STATE** against loss resulting from employee dishonesty.

14. Establish and implement procedures, consistent with generally accepted accounting principles, to ensure that individuals responsible for handling cash receipts of support payments do not participate in accounting or operating functions that would permit them to conceal in the accounting records the misuse of support payment receipts.

15. Comply with the federal Single Audit Act of 1996 (A-133) by determining, on an annual basis, whether the COUNTY is mandated by the Act to fund an independent audit. If it is determined that the COUNTY is so mandated, a copy of such audit must be submitted to the STATE, specifically to the County Reimbursement Unit, Family Support Division, Department of Social Services, P. O. Box 2320, Jefferson City, MO 65102-2320, within 30 days of completion.

16. Use the MACSS exclusively in performing and maintaining automated IV-D case file and related IV-D information. The COUNTY understands that, prior approval notwithstanding, any costs incurred through the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the STATE, such equipment duplicates services provided by the MACSS.

17. COUNTY certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The COUNTY further agrees that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor. By signing this AGREEMENT, COUNTY certifies the language in Paragraph K of this document.

18. The COUNTY has ownership of all computer hardware, including, but not limited to PC's, printers, desktops, monitors, hubs, servers, uninterruptible power supplies, and tape drives. The COUNTY shall be responsible for providing maintenance, repair and/or replacement of the above mentioned hardware. Any replacement equipment shall meet the minimum Department of Social Services' requirements. The STATE strongly recommends the COUNTY leases or

purchases computer equipment from a vendor utilized by the Department of Social Services, so that adequate support to the COUNTY can be provided by the STATE. If the COUNTY chooses not to utilize said vendor, the COUNTY recognizes the support of this equipment may be limited. In order to be eligible for reimbursement by the STATE, the COUNTY shall request approval from the STATE in accordance with paragraphs A.7 and A.10 of this AGREEMENT.

19. Safeguard and hold confidential information found in MACSS per the policies of the STATE. Ensure that the appropriate employees have access to MACSS, and upon termination, that access must be terminated. It is not permissible for circuit clerk and prosecuting attorney staff to share assigned passwords with anyone. It is not permissible for circuit clerk or prosecuting attorney staff to sign on with his or her own ID and password with the intent to allow another person access to the system. Violation of the confidentiality policy by an employee must result in appropriate disciplinary action

20. Failure to comply with the terms of this agreement will result in the following action by the STATE: 1) The STATE will request a corrective action plan from the county within 30 days of notice by the STATE, which shall include the reasons for the deficiency and the plans for achieving compliance, 2) If the COUNTY fails to satisfactorily meet the corrective action plan and remains out of compliance with the terms of this agreement after two years of corrective action, continued non-compliance may result in the termination of the cooperative agreement.

B. The COUNTY, through the OFFICE OF THE PROSECUTING ATTORNEY shall:

As a Level B County, the Prosecuting Attorney accepts referrals and transfers from all FSD offices. The cases where the custodial parent resides in Boone County, and the Columbia Family

Support Division (FSD) has exhausted all its administrative enforcement remedies will be referred and transferred to the Boone County Prosecuting Attorney. These cases will become the sole responsibility of the Boone County Prosecuting Attorney's Office. The Prosecuting Attorney will be responsible for these cases until the custodial parent closes his/her case or moves out of Boone County.

The Columbia FSD cases where the custodial parent resides in Boone County and the Family Support Division has exhausted all its administrative paternity establishment remedies will be referred to the Boone County Prosecuting Attorney for judicial establishment of paternity and/or an order of support. Once the order is obtained, the referral will be returned to the Columbia FSD Office.

For those cases where the custodial parent does not reside in Boone County and the case is located in any other FSD Office other than the Columbia FSD office, the cases will be referred to the Boone County Prosecuting Attorney for legal paternity, establishment or enforcement as needed. Once the requirements for referrals have been completed, these referrals will be returned to the appropriate office.

On those cases referred and transferred to the Boone County Prosecuting Attorney from the Columbia FSD office for enforcement of orders, the COUNTY through the Office of the Prosecuting Attorney shall:

1. Enforce all county judicial and administrative support orders owed to the state under an assignment of support rights or owed to a custodial parent who has requested services.

2. Take all appropriate action pursuant to Chapters 210, 452 and 454 RSMo, within the times specified in 13 CSR 30-2.010. In the event that federal law or regulations require the STATE to meet stricter time requirements than those specified in 13 CSR 30-2.010 for any case action or outcome, this agreement shall require the Prosecuting Attorney to also meet the stricter federal requirements for the same case action or outcome upon notification of the change(s) in federal requirements by the STATE.

3. Using procedures established by the STATE, secure medical support information, report same to the Division of Medical Services, and enforce medical support obligations in accordance with Section 454.600 et. seq., RSMo, 45 CFR 302.80, and fully comply with federal audit requirements. Using procedures established by the STATE, identify and refer in a format and in timeframes specified by the STATE, cases meeting the specified criteria for referral to a private contractor for assistance with establishment and enforcement of child support cases.

4. Conduct location activities and refer appropriate cases to the Missouri State Parent Locator Service in full compliance with federal audit requirements.

On those cases referred to the Boone County Prosecuting Attorney from the Columbia FSD office for the establishment of paternity and/or a support order, or any other FSD offices for the enforcement or establishment of paternity and or orders, the COUNTY through the office of the Prosecuting Attorney shall:

1. Cooperate in establishing and enforcing support obligations at the request of the IV-D agency of any other state as follows:

- a. Upon receipt of a referral from the Interstate Collections Unit, litigate or prosecute any action necessary to secure support for an out-of-state IV-D agency or non-TANF applicant, including, but not limited to, civil contempt proceedings, actions to establish paternity.
2. Upon receipt of referrals to the Prosecutor's office, assume responsibility to establish orders and to enforce existing administrative or judicial orders.
3. Establish support orders administratively if possible; and if not possible, obtain a court order for support using appropriate civil proceeding. This shall include the establishment of paternity pursuant to Sections 454.485, RSMo. Support amounts shall be established in conformance with 13 CSR 30-5.010. The office of the prosecuting attorney shall have authority to forgive or reduce the state debt to the same extent as STATE personnel.
4. Establish and enforce medical support obligations as required by Section 454.600 et. seq., RSMo.
5. Take all appropriate action pursuant to Chapters 210, 452 and 454 RSMo, on each case referred by the STATE, within the times specified in 13 CSR 30-2.010. In the event that federal law or regulations require the STATE to meet stricter time requirements than those specified in 13 CSR 30-2.010 for any case action or outcome, this AGREEMENT shall require the Prosecuting Attorney to also meet the stricter federal requirements for the same case action or outcome upon notification of the change(s) in federal requirements by the STATE
6. Such appropriate action shall include but not be limited to: filing co-respondent petitions when the custodial parent fails to cooperate in paternity actions where appropriate; pursue all arrears due the state in all cases, with or without the custodial parent's cooperation; and pursue all enforcement of referrals either criminally or civilly, whichever is appropriate.

7. If a referral is active, the Prosecuting Attorney will be solely responsible for all direct communication with the custodial parent, and for providing any and all information requested by the **STATE** to respond to inquiries by other parties. At the request of the **STATE**, the Prosecuting Attorney shall provide all necessary information to the **STATE** in order to respond to case inquiries within five days of request. At the request of the **STATE**, the Prosecuting Attorney shall provide written response to constituent, legislative or other inquires, and provide a copy to the **STATE** within five days of request. For clarification purposes, the five (5) days of request timeframe is intended to address only situations where the FSD has received an inquiry from a legislator, the department or other external entities where the FSD is required to provide a formal response. The FSD will advise when requesting the information that it is in relation to such a request.

8. Use MACSS equipment to accept referrals from the **STATE**, record all child support activities deemed necessary by the **STATE**, and use said equipment to the extent necessary for the **STATE** to be able to determine whether or not the Prosecuting Attorney has complied with requirements of 13 CSR 30-2.010 solely by auditing MACSS case records. Only return referrals to the **STATE** to the office which currently has the case per the MACSS. Referrals will be returned to the **STATE** due to a lack of jurisdiction, a conflict of interest, through mutual agreement with the **STATE** or if no reasonable legal remedy is presently available. In addition, the **COUNTY** may reject a referral if the referral packet is incomplete and the **STATE** fails to provide the necessary information requested by the **COUNTY** within fourteen (14) days. If the **COUNTY** returns or rejects a referral for any reason, that reason must be clearly documented in the MACSS diary. Referrals must be returned if requested by the **STATE**.

9. Notify the **STATE**, or the referring jurisdiction of action taken on a case in conformance with 13 CSR 30-2.010(2)(C).

10. Referrals made by the **STATE** which seek enforcement of existing orders can only be closed by the Prosecuting Attorney when all judicial actions have been taken and the obligor has paid in accordance with the court order for a period of not less than 6 months, or it has been determined that the obligor is current in his/her child support payments. If the referral cannot be appropriately closed as provided for by this section, it is the prosecutor's obligation to take subsequent action to enforce the order. In situations where it is known that the NCP cannot make payments as ordered, due to circumstances beyond control such as incarceration, disability, the case is dismissed with prejudice by the court; the **COUNTY** may end and return the referral. In other extenuating circumstances, the **COUNTY** in mutual agreement with the **STATE**, may end and return the referral. In all situations, the prosecutor must document the reason and appropriate information on the Case Diary in MACSS prior to closing and returning the referral.

On all cases, both referred and transferred to the **COUNTY**, the **COUNTY** through the office of the Prosecuting Attorney shall:

1. Have access to all necessary information, which the **STATE** can provide. This information shall be subject to all relevant federal and state laws and regulations providing for safeguarding of information. The information received in the execution of the child support enforcement program shall be used only for the purposes enumerated in Section 454.440.9 RSMo.

2. Maintain individual (hard copy and electronic) case records adequate to permit evaluation of the progress of each case. Such records shall be maintained in strict compliance with 45 CFR 302.15 and 303.2 and shall include, at a minimum, the following:

- a. original referral documents;
- b. record of all contacts with parties to the action; and
- c. record of all legal actions.

Such records will be made available to federal or state personnel for the purpose of conducting audits and reviews. At the discretion of the **STATE**, provide whatever documentation and/or information as is necessary to monitor performance.

3. Attend necessary and required training when the **COUNTY** is found to be out of compliance with program performance standards, and when, in the sole opinion of the **STATE**, such training should be a component of the **COUNTY's** corrective action plan.

4. Report to the **STATE** on a quarterly basis the number of felony charges filed and the number of misdemeanor charges filed under Section 568.040, RSMo, as well as the number of felony and misdemeanor convictions obtained. The **COUNTY** will submit the report in a format and manner specified by the **STATE**.

5. Request the court, in appropriate cases, to require a non-custodial parent to attend and complete the Parents Fair Share program provided by the **STATE**.

6. The Office of the Prosecuting Attorney shall have authority to forgive or reduce Unreimbursed Assistance paid by the **STATE** prior to the entry of an order for child support to the same extent as **STATE** personnel. The Office of the Prosecuting Attorney shall not have the authority to forgive or reduce any arrearages, which have been assigned to the **STATE**.

7. The Prosecuting Attorney agrees that (s)he will not represent any interested party other than the Family Support Division in any matter referred to the Prosecuting Attorney's Office.

C. The COUNTY, through the Office of the CIRCUIT COURT CLERK/ADMINISTRATOR shall:

1. To the extent required by Chapters 452 and 454, use MACSS on all child support and/or spousal support cases. The Circuit Clerk/Administrator shall enter such information as is required for the state case registry.

2. Provide the Bureau of Vital Records of the Missouri Department of Health and Senior Services with certified copies of all orders establishing paternity with accompanying instructions to enter the name of the father in the birth records pursuant to Section 454.485 RSMo.

3. Comply with 45 CFR Section 304.50 in such a manner that the STATE meets its state plan requirements.

D. The STATE shall:

1. Refer appropriate IV-D cases to the Prosecuting Attorney for establishment, enforcement or modification.

2. Provide state and federal parent locator services to the COUNTY, pursuant to Section 454.440, RSMo.

3. Make accessible to the Prosecuting Attorney all necessary information that the agency can provide. This information shall be subject to all relevant federal and state law and regulations providing for safeguarding of information. The information received in the execution of the Child

Support Enforcement Program shall be used only for the purposes enumerated in subsection 454.440.9, RSMo.

4. Reimburse the **COUNTY** pursuant to federal and state law and regulations, specifically 45 CFR 304.21, and 13 CSR 30-3.010, from funds received from the federal government and appropriated by the General Assembly at the current applicable rate for the actual allowable direct and indirect expenditures incurred in providing the services specified in the **AGREEMENT** and submitted to the **STATE** in compliance with instructions issued by the **STATE**. Such reimbursement to the **COUNTY** for IV-D personnel costs including fringe benefits shall not exceed the hourly rate (or computed equivalent) paid by the **COUNTY** for non-IV-D public work (legal, clerical, administrative, or investigative) of equal responsibility. These reimbursements will in all cases be subject to adjustment at audit.

5. Reimburse the **COUNTY** for indirect costs based upon its cost allocation plan, as established under this **AGREEMENT**. A plan may be used on a provisional basis for a succeeding year. The **STATE** shall reimburse the **COUNTY** based upon the provision plan. A plan used provisionally shall be reconciled to actual cost no later than six (6) months from the close of the county fiscal year. These reimbursements will, in all cases, be subject to adjustment at audit.

6. Distribute incentive payments to the **COUNTY** pursuant to federal and state law and regulations, specifically Sections 454.405, RSMo; 45 CFR 303.52; 45CFR 304.12 and 13 CSR 30-9.010. The **COUNTY** may terminate this agreement upon sixty days written notice.

7. Authorize a representative in the prosecuting attorney's office to execute administrative process documents on behalf of the Director of the Family Support Division.

8. Maintain support payment records and through the Family Support Payment Center provide disbursement of support payments received from the COUNTY pursuant to state and federal law and regulation, specifically 45 CFR 302.15 and 45 CFR 302.51.

9. Upon filing with the Secretary of State any proposed rule or regulation that has an effect on a county or city that is a signatory to this agreement, notify each county or city so affected.

10. Provide MACSS and program training for county prosecuting attorney child support staff.

11. The STATE through the DSS information Systems and Technology Division (ISTD) shall provide USER IDs and passwords to prosecuting attorney staff needing access to State applications within 5 working days of receipt of the request for such access submitted via the *On-Line Security Access Request* (DDP-137).

12. Respond to appropriate information inquiries from the Prosecuting Attorney within fourteen (14) days of receipt thereof.

13. The STATE will provide the Prosecuting Attorney or their designee the following information, in the same fashion and at the same time, as it is prepared and distributed to FSD personnel: FSD key personnel changes, statewide statistical data, annual federal audit compliance reports, MACSS changes, policy issued, all program related information distributed to the staff supervisors or managers of FSD.

GENERAL TERMS AND CONDITIONS

E. Nondiscrimination in Employment and Services:

The COUNTY agrees to comply with the 1964 Civil Rights Act, as amended; the Omnibus Reconciliation Act of 1981; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990 and all other applicable federal and state laws which prohibit discrimination in the delivery of services on the basis of race, color, national origin, age, sex, handicap or disability or religious beliefs. The COUNTY also agrees to comply with Public Law 100-690, the Omnibus Drug Initiative Act of 1988.

F. Duration and Modification of AGREEMENT:

1. This AGREEMENT shall be in effect from **July 1, 2005, through June 30, 2006.**

References to federal and state statutes and regulations incorporate such statutes and regulations herein, subject to amendment after the effective date of this AGREEMENT. This AGREEMENT may be modified at any time in writing by the mutual consent of the parties. The STATE may terminate this agreement at any time in accordance with the provisions of Section 454.405, RSMo.

2. The parties to this AGREEMENT understand and agree that the Federal and State laws and regulations cited in this AGREEMENT are subject to change as a result of the enactment of Public Law 104-193. Further, the parties agree that any changes in Missouri law required by P.L. 104-193 will be binding on the parties.

G. Funding Limitation:

The funds available for use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for operation of the Missouri State Plan for Child Support Enforcement under Title IV-D of the Social Security Act and are further limited by appropriation of the Missouri General Assembly. It is clearly understood by the parties to this **AGREEMENT**, therefore, that this **AGREEMENT** shall automatically terminate without penalty if funds for the Child Support Enforcement Program are not appropriated by the Missouri General Assembly or if the program is not funded by DHHS.

H. Prosecutorial Discretion:

No provision of this **AGREEMENT** shall be construed to alter the statutory, constitutional, or common law powers and duties of the Prosecuting Attorney, including, but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.

I. Treatment of Assets:

Title to any equipment furnished by the **STATE** pursuant to this **AGREEMENT** shall remain in the **STATE**. Title to any equipment purchased by the **COUNTY** pursuant to this **AGREEMENT** shall vest in the **COUNTY**, subject to applicable federal regulations pertaining to usage and disposition.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

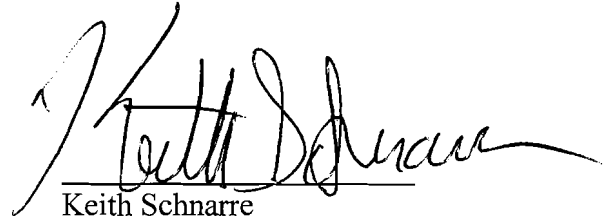
In the County Commission of said county, on the

28th day of July 20 05

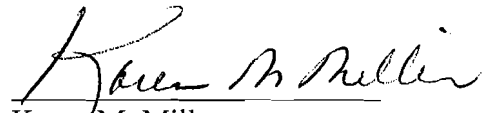
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Supplemental Agreement for Boone County Family Court Staff. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 28th day of July, 2005.



Keith Schnarre
Presiding Commissioner

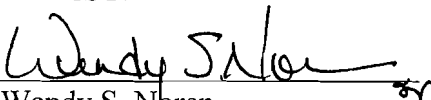


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

SUPPLEMENTAL AGREEMENT
FOR
BOONE COUNTY FAMILY COURT STAFF

This **SUPPLEMENTAL AGREEMENT** is entered into between the Missouri Department of Social Services, Family Support Division, hereinafter referred to as the **STATE**, and the County of **BOONE**, hereinafter referred to as **COUNTY**, and the Circuit Court, County of **BOONE**, hereinafter referred to as the **COURT**.

WHEREAS, the Family Support Division has been delegated the responsibility for the development and administration of a statewide program to establish and enforce child support obligations; and

WHEREAS, the **STATE** and the **COUNTY** have entered into a Cooperative Agreement as authorized by Section 454.405 RSMo; and

WHEREAS, the **COUNTY** has established a Family Court under Chapter 487 RSMo;

NOW, in consideration of the mutual undertakings and agreements herein, the **STATE**, the **COURT** and the **COUNTY** agree as follows:

A. That the **COUNTY** shall, through the Office of the Family Court Commissioner/Court Clerk:

1. Appropriate a sum of money sufficient to reimburse the personnel referred to in this **AGREEMENT**.

2. Furnish office space and other administrative requirements mandated by Section 454.405 RSMo.

3. Obtain prior written approval from the **STATE** for additions of positions employed by the **COURT**; and, notify the **STATE** of all changes of staff for which federal financial participation is available.

4. Purchase and/or lease such equipment necessary to fulfill the terms of this

SUPPLEMENTAL AGREEMENT. Written approval must be obtained for participation from the **STATE** for any purchase of equipment in the amount of \$500 or more per unit as specified in 13 CSR 30-3.010(5)(D).

5. Maintain all fiscal and other records necessary to comply with applicable federal law, regulation and action transmittals and state law, regulation and policy.

6. Comply with the terms of the Cooperative Agreement currently in full force and effect between **COUNTY** and the **STATE**.

7. Submit monthly billings to the **STATE** for reimbursement of all actual allowable IV-D **COURT** expenditures, **excluding** the Family Court Commissioner's salary and the salary of any other employee being compensated by the **STATE**, incurred under this **AGREEMENT** for the preceding month. Allowable expenditures are those eligible for federal financial participation under 45 CFR, Part 304 and under state regulations. Claims will be submitted in compliance with state regulations, with a copy provided to the Office of State Courts Administrator (OSCA). Any employee paid by the **COUNTY** for both IV-D and non-IV-D duties must maintain a detailed daily time log, a copy of which must be submitted with each claim. All claims for reimbursement must be accompanied by supporting documentation as set forth in 13 CSR 30-3.020(2).

B. That the **STATE** shall:

1. Reimburse the **COUNTY** for expenditures in compliance with their Cooperative Agreement for **COUNTY** paid staff and equipment, which meet the criteria set forth in the Cooperative Agreement.

C. The **COUNTY**, the **COURT**, and the **STATE** mutually agree that:

1. This **AGREEMENT** supplements the existing Cooperative Agreement entered into by the **COUNTY** and the **STATE** and is not intended to replace or modify any provisions of the existing Cooperative Agreement not herein modified.

2. Expenditures for this **SUPPLEMENTAL AGREEMENT** are estimated to be \$ 2400⁰⁰. This estimate is made to comply with the requirements of 45 CFR 303.107(d). It is understood by the parties that this estimate shall neither authorize nor limit any particular expenditure or level of expenditure. The parties shall also comply with 13 CSR 30-9.010(4).

3. This **SUPPLEMENTAL AGREEMENT** shall be in effect upon execution by all parties **July 1, 2005, through June 30, 2006**. This **AGREEMENT** may be modified in writing by the mutual consent of the parties.

4. The provisions of Paragraph K of the Cooperative Agreement currently in effect between **COUNTY** and the **STATE** shall also be applicable to this **SUPPLEMENTAL AGREEMENT**.

IN WITNESS WHEREOF, the COUNTY, the COURT, and the STATE execute this SUPPLEMENTAL AGREEMENT:

FOR THE COUNTY OF BOONE:

Keith Schuman
Presiding Commissioner

28 JULY 2005
Date

[Signature]
Presiding Judge

Circuit No. 13

7/11/05
Date

Cheryl Whitmarsh
Circuit Clerk

7/6/05
Date



FOR THE FAMILY SUPPORT DIVISION:

Amel R. Luck
Director

8-4-05
Date

CERTIFICATION:

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

[Signature] 7/21/2005
Date
1210 - Virginia Street

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

28th day of July 20 05

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

Now on this day the County Commission of the County of Boone does hereby approve and adopt the attached orders in series as follows and authorize the Presiding Commissioner to sign the same on behalf of the County Commission:

- Order Enacting Revisions to Chapters II, IV and VI Code of Health Regulations for Boone County, Missouri
- Order for Public Notice

Done this 28th day of July, 2005.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Revisions to Chapters II, IV, &VI)	July Session
Boone County)	July Adjourned
Code of Health Regulations)	Term 2005
)	Commission Order No. <u>305-2005</u>

**ORDER ENACTING REVISIONS TO CHAPTERS II, IV, AND VI
CODE OF HEALTH REGULATIONS FOR BOONE COUNTY, MISSOURI**

NOW on this 28 day of JULY, 2005, the County Commission of Boone County, Missouri met in regular session and entered the following order in regard to revisions to chapters II, IV, and VI of the Code of Health Regulations for Boone County, Missouri:

IT IS ORDERED that chapters II, IV, and VI the Code of Health Regulations for Boone County, Missouri, dealing with animal control, small on-site wastewater systems, and public health hazards and public nuisances, be revised in accordance with the text attached hereto and incorporated by reference, and

IT IS FURTHER ORDERED that the foregoing revised chapters II, IV, and VI of the Code of Health Regulations shall be effective from and after the date this order in entered.

IT IS FURTHER ORDERED that the County Clerk of Boone County, Missouri, print and make available for distribution to the public copies of revised chapters II, IV, and VI of the Code of Boone County Health Regulations.

IT IS FURTHER ORDERED that the attached order pertaining to the enactment of the Code of Boone County Health Regulations be published for a period of three (3) successive weeks commencing within thirty (30) days of the date of this order.

IT IS FURTHER ORDERED that the remainder of the Code as currently published shall remain in full force and effect and the County Clerk shall update the Code by inserting these newly revised chapters into the Code in lieu of the existing chapters being replaced.

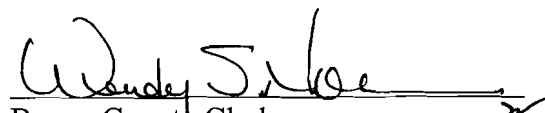
WITNESS the signatures and seal of the Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

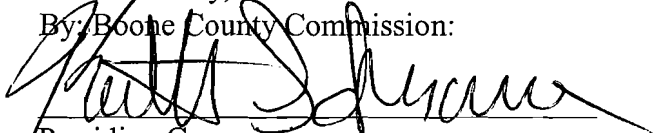
In Re: Revisions to Chapters II, IV, &VI)	July Session
Boone County)	July Adjourned
Code of Health Regulations)	Term 2005
)	Commission Order No. <u>305-2005</u>

ORDER FOR PUBLIC NOTICE

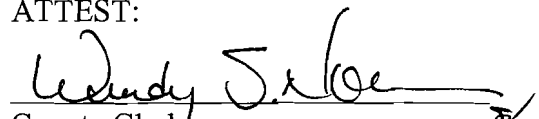
On the 28 day of JULY 2005, the County Commission for Boone County, Missouri, met in regular session and entered the following order in regard to revisions to chapters II, IV, and VI of the Code of Health Regulations for Boone County, Missouri:

IT IS ORDERED THAT the County Clerk of Boone County, Missouri, make available to the public copies of revised chapters II, IV, and VI of the Code of Health Regulations for Boone County, Missouri, adopted on the 28 day of JULY, 2005, by order of this Commission and that the general public is hereby notified that such regulations as revised are available for distribution to the public at the office of the County Clerk, Boone County, Missouri, Roger B. Wilson Boone County Government Center, 801 E. Walnut, Columbia, Missouri 65201.

Boone County, Missouri
By: Boone County Commission:


Presiding Commissioner

ATTEST:


County Clerk

Insertions:

CHAPTER II
ANIMAL CONTROL

- 2.1 **Purpose:** The regulations in this chapter are enacted for the purpose of regulating the ownership and possession of animals in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous diseases into Boone County, Missouri.
- 2.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300, RSMo, and sections 322.090 - .130, RSMo.
- 2.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:
- 2.3.1 **Animal Control Officer** - Any individual employed or appointed to enforce the animal control regulations established by order of the Boone County Commission.
- 2.3.2 **Dangerous Exotic Animal** - Lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, canada lynx, bobcat, jaguarundi, bear, hyena, wolf, coyote, nonhuman primate, or dangerous or venomous reptile, or any other exotic animal declared by the Health Director to be dangerous.
- 2.3.3 **Feral Cat** - Any cat of any breed that is or becomes undomesticated, untamed, wild or is not a pet.
- 2.3.4 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person so designated on a temporary basis by order of the Boone County Commission.

2.3.5 **Health Official** - An employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director to administer or enforce the provisions of this chapter.

2.3.6 **Nuisance Dog** - A dog of any breed which repeatedly demonstrates threatening behavior by growling, or lunging, or chasing, or baring teeth, towards an individual or individuals, or bicyclists, or motor vehicles, or domesticated animals or livestock off the Owner's property.

2.3.7 **Own or Possess** - A property interest in an animal, actual or claimed, or the exercise of dominion or control over an animal, or the intent to exercise dominion or control over an animal with the present ability to do so.

2.3.8 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

2.3.9 **Rabies Compendium** - The most current edition of a document by that name published by the National Association of State Public Health Veterinarians which serves as a standard for rabies vaccine, treatment and policy.

2.3.10 **Urban Service Area** - Those geographic areas located in Boone County, Missouri which are described in the appendix to this chapter, and all duly platted and recorded residential subdivisions and mobile home parks (as defined in the Boone County Zoning Regulations) containing twenty-five or more developed residential lots. Urban Service Areas shall also include any other mobile home park (as defined in the Boone County Zoning Regulations), or any other recorded subdivision, which for purposes of this chapter has been declared an Urban Service Area by order of the Boone County Commission after petition for such

declaration has been filed by fifty-one percent or more of the real estate owners within such mobile home park or subdivision and after public hearing thereon.

2.3.11 Vicious Dog -Any dog of any breed which without provocation or command demonstrates a pattern of unequivocal viciousness, bites or injures a human being or exhibits a pattern of behavior of biting or attacking or attempting to bite or attack human beings at any location or inappropriately attacks animals off the owner's or possessor's property. No dog shall be defined or considered vicious if the dog is working for a law enforcement agency or any law enforcement officer in the performance of law enforcement work, or is protecting its owner or possessor's person or premises from someone committing a crime. No dog shall be defined or considered vicious solely because of its breed.

2.3.12 Vicious And Nuisance Dog Advisory Board - An advisory board consisting of persons appointed by the Boone County Commission which evaluates evidence concerning dogs which are claimed to be vicious or a nuisance dog as defined in these regulations and makes a recommendation on their classification and disposition to the Health Director. The board shall consist of five (5) members appointed by the Boone County Commission and shall consist of one licensed veterinarian, one animal control officer, one member from the Boone County Board of Health, one member from the public with a working knowledge of dogs, and one member of the public at large. Each member shall serve for a term of three (3) years without compensation. The board shall convene at the request of the Health Director to review any appeal concerning a

claim that a dog is vicious or nuisance dog. There shall be no required quorum of board members to hold an appeals hearing.

2.4 **Animal Care:** Any person who owns or possesses an animal subject to these regulations shall abide by the following requirements for animal care:

2.4.1 **Duty of Animal Owners** - It shall be the duty of every person who owns or possesses any animal to exercise normal and prudent attention to the needs of any such animal, including providing wholesome food, clean water, shelter and health care as necessary to maintain good health in the specific species of animal. It shall also be the duty of every person who owns or possesses any animal to take all reasonable and necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from their animal's behavior, regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity. In the event that the owner or possessor of any animal is a minor, the parent(s) or guardian(s) of such minor shall be responsible for ensuring compliance with the provisions of these regulations.

2.4.2 **Vicious Dogs** - The following regulations shall be applicable to determining whether dogs are vicious and to the management and control of vicious dogs:

2.4.2.1 **Procedure For Classification of Vicious And Nuisance Dogs** -

The following procedure shall be applicable for classifying a dog as vicious or a nuisance:

2.4.2.1.1 Complaint and Investigation - A complaint may be presented to any law enforcement officer or law enforcement department having jurisdiction, or to an animal control officer or to a health official. A complaint shall be investigated by a health official or animal control officer or other person designated by the Health Director to determine if there is probable cause to believe that a dog is vicious or a nuisance dog as defined by these regulations. Complaints shall be investigated only when submitted by a citizen who is willing to testify that the dog has acted in a manner which may reasonably cause it to be classified as a vicious or nuisance dog as defined in these regulations, or the complaint is based upon a dog bite report filed with a law enforcement officer, animal control officer, or a health official, or an animal control officer, health official, or law enforcement officer observes the dog to act in a manner which may reasonably cause it to be classified as a vicious or nuisance dog as defined in these regulations. The results of all investigations shall be submitted to the Health Director for review and determination of whether a dog should be classified as a vicious or nuisance dog under these regulations.

2.4.2.1.2 Vicious or Nuisance Dog Declaration - When the Health Director determines after review of investigation reports submitted that there is probable cause to believe that a dog is

vicious or a nuisance, then the Health Director may issue a declaration that a specific dog is classified as a vicious or nuisance dog. The declaration shall be in writing and shall contain a description of the animal, the name and address of the owner or possessor of the animal (if known), the whereabouts of the animal (if it is not in the custody of the owner), the facts upon which the vicious or nuisance dog declaration is based, the availability of an appeal and hearing in case the owner or possessor objects to the declaration and that a request for a hearing must be made within five (5) business days of service of the declaration upon the owner or possessor, the restrictions placed on the animal as a result of the vicious or nuisance dog declaration, and the penalties for violation of the restrictions, including the possibility of destruction of the animal and imposition of fine or imprisonment. The vicious dog declaration shall be in writing and shall be personally served on the owner or possessor of the dog, or if the owner or possessor cannot be served personally, then served by regular mail to the last known address of the owner or possessor, or if the owner or possessor cannot be located, then service can be made by publication in a newspaper of general circulation in the closest city or town having such a newspaper where the dog was observed or seized.

2.4.2.1.3 Appeals of Vicious or Nuisance Dog Declarations -

Any owner or possessor of a dog declared a vicious or nuisance

dog may appeal that determination by filing a written request with the Health Director to review and set aside that declaration within five (5) business days of being served with notice of the declaration. The Health Director shall schedule an informal hearing with the owner or possessor of a dog subject to such declaration within fifteen (15) business days of receipt of such request for review. The hearing shall be conducted before the Health Director or his or her appointed representative, available members of the Vicious and Nuisance Dog Advisory Board, and shall include upon request the voluntary attendance of the dog owner or possessor and/or his or her representative, an animal control officer having personal knowledge of the dog, the complainants and/or their representative, and any other interested parties or witnesses. At such hearing the Health Director or his or her appointed representative shall receive all relevant evidence presented by the complainant, the dog's owner/possessor, as well as the health official or animal control officer or law enforcement officer involved, and the recommendation of the Vicious and Nuisance Dog Advisory Board. The Health Director or his or her appointed representative shall decide at the conclusion of the hearing whether to affirm or set aside the declaration. Any final determination by the Health Director that a dog is a vicious dog or nuisance dog as defined in these regulations or any such

declaration to which no timely request for review is made shall create a conclusive presumption that the dog determined to be a vicious dog or nuisance dog is in fact and in law a vicious dog or nuisance dog as defined in these regulations for purposes of any legal proceedings after such final determination applicable to such dog, or owner or possessor thereof. However, a finding that a dog is a vicious dog or nuisance dog pursuant to the provisions of these regulations shall not be a condition precedent to institution of any civil, quasi-criminal or criminal proceeding under these regulations, or any other provision of law. In any legal proceeding where a final determination has not been made pursuant to these regulations, the question of whether or not a dog is vicious or a nuisance shall be a factual issue to be determined as a part of such proceeding. Any final decision of the Health Director shall be in writing stating the facts upon which it is based, and whether under these regulations such dog is in fact a vicious dog or nuisance dog. Any further appeals thereafter shall be as provided by law.

2.4.2.2 Vicious Dog and Nuisance Dog Management and Control - No person shall own or possess a vicious dog or nuisance dog except in accordance with the following requirements:

2.4.2.2.1 Vicious and Nuisance Dog Permits - No person shall own or possess a vicious dog or nuisance dog without an annual permit issued by the Health Director. Any person owning or

possessing a vicious dog or nuisance dog shall obtain and maintain a permit authorizing the possession and ownership of such dog within 10 business days of the Health Director declaring such dog to be vicious or a nuisance. Any appeal of the Health Director's declaration of a dog to be vicious or nuisance shall not affect the requirement for an annual permit or requirements for management and control of vicious dogs and nuisance dogs established by these regulations, but in the event that the declaration of the Health Director is set aside by the Health Director or final decision of a court of competent jurisdiction, then such permit shall be void and any permit fees paid to the Health Director for such permit shall be refunded. The Health Director shall furnish permit application forms containing such information as deemed reasonable by the Health Director. A permit applicant shall pay such user fees as are established by order of the County Commission as are reasonably necessary for administration and enforcement of these regulations for the management and control of vicious dogs. Permits issued for vicious dogs shall expire one year from date of issuance unless renewed; all such permits shall be renewed annually unless the vicious dog or nuisance dog which is the subject of the permit is dead or the ownership and possession of such dog has been permanently transferred outside of geographic jurisdiction of these regulations; a prorated refund of any annual permit fee is

authorized in the discretion of the Health Director if it is proven to the Health Director's reasonable satisfaction that a vicious dog or nuisance dog subject to the annual permit is dead or has been permanently transferred outside of the jurisdiction as well as the date of such event.

2.4.2.2.2 Vicious Dog and Nuisance Dog Confinement - All vicious dogs shall be securely confined within a building or in a securely enclosed and locked kennel; all nuisance dogs shall be confined on the owner's or possessor's property within a fence or other barrier of sufficient height to prevent the animal from leaving the property. The owner or possessor of such dogs shall be so confined within 30 calendar days of the Health Director's declaration that the dog is vicious or a nuisance regardless of any appeal therefrom unless the Health Director extends the time for compliance for good cause shown. Any dog declared to be vicious or a nuisance shall be confined and controlled as required under these regulations regardless of appeal and any animal control officer shall have the right to enter upon and inspect the building or kennel or other permissible barrier in which a vicious dog or nuisance dog is confined at all times; the refusal of any owner or possessor of a vicious dog or nuisance dog to permit an animal control officer to inspect a building or kennel in which such dog is confined for compliance with these regulations shall be grounds

for impoundment of such dog. In addition, any dog declared to be vicious or a nuisance which is not confined and controlled as required by these regulations shall be impounded by an animal control officer until the owner or possessor of such dog has complied with the requirements of these regulations and such dog has been redeemed or such dog has been disposed of as otherwise provided in these regulations. All vicious dogs and their places of confinement shall be inspected by an animal control officer at least bimonthly to ensure compliance with the following regulations. All nuisance dogs and their places of confinement shall be inspected by an animal control officer at least quarterly to ensure compliance with the following regulations.

2.4.2.2.3 Standards for Vicious Dog Kennels - A kennel used for keeping a vicious dog must have secure sides of sufficient height and a secure top attached to the sides to prevent escape. Such kennel must have a secure bottom or floor attached to the sides of the kennel, or the sides of the kennel must be embedded in the ground no less than two (2) feet. The kennel must be locked with a key or combination lock when such animals are within the structure. Any such kennel must comply with all applicable zoning and building regulations. The Health Director or his representative may permit alternative pen construction, if the other construction is determined to be equivalent or superior in safety to

the above requirements. In Urban Service areas, any such kennel must be located at least ten (10) feet from any property line.

2.4.2.2.4 Building Confinement of Vicious Dogs - When confined within a building, no vicious dog may be kept on a porch, patio or in any part of building that would allow the dog to leave such building on its own volition. No such dog may be kept in a building when windows are open or when screen windows or screen doors are the only obstacle preventing the dog from leaving the building.

2.4.2.2.5 Control of Vicious and Nuisance Dogs - No person shall permit a vicious dog to go outside its kennel or building unless the dog is muzzled and secured on a leash no longer than four (4) feet in length with a minimum tensile strength of 300 pounds and a person has physical control of the leash. The muzzle shall be constructed in such a manner that it will prevent the dog from biting any person or animal but also will not cause injury to the dog or interfere with its vision or respiration. No person shall permit a nuisance dog to go outside of its fenced yard or yard barrier unless the dog is secured on a leash no longer than six (6) feet in length with a minimum tensile strength of 300 pounds and a person has physical control of the leash. Such dogs shall not be leashed to inanimate objects such as trees, posts, or buildings. All vicious dogs and nuisance dogs shall be implanted with a

microchip at the cost of the owner or possessor as required by the Health Director within 7 days of being initially declared a vicious dog or nuisance dog by the Health Director or 7 days after hearing thereon if timely request for hearing has been made, whichever occurs later; no additional appeal of a vicious dog or nuisance dog declaration shall be grounds for delay in implanting a microchip in such dogs except the Health Director may extend the time for implanting a microchip for good cause shown.

2.4.2.2.6 Vicious Dog and Nuisance Dog Signage - Signs shall be conspicuously posted upon kennels of vicious dogs and all buildings used to confine vicious dogs and made plainly visible from all sides in letters at least four (4) inches high stating the following: "Beware of Vicious Dog." Signs shall be conspicuously posted upon fences or other barriers of nuisance dogs in letters at least four (4) inches high stating the following: "Beware of Dog"

2.4.2.3 Removal from the List of Vicious and Nuisance Dogs - The owner or possessor of a dog that has been declared vicious or a nuisance may petition the Health Director for a hearing to reconsider the vicious or nuisance dog declaration after 12 months from the initial declaration, but no more than once per calendar year. If sufficient reason is determined to warrant reconsideration, a hearing will be called to include the Health Director, the dog's owner and/or representative, the complainant(s) and/or representatives, and available members of the Vicious and Nuisance Dog

Advisory Board. After hearing, the Health Director may declare the dog which is the subject of the hearing to no longer be vicious or nuisance; a vicious dog may only be declassified to a nuisance dog and nuisance dog may be declared exempt from permitting; alternatively, the Health Director may deny declassification of the vicious dog to a nuisance dog or deny exemption of a nuisance dog from the permitting requirement. Any further appeal of the Health Director's decision shall be as provided by law.

2.4.2.4 Transfer of Ownership or Possession of a Vicious or Nuisance

Dog - If a dog which has been declared vicious or a nuisance is sold, given away, or the possession of such dog is otherwise transferred, the previous possessor/owner shall notify the new possessor/owner in writing of the dog's classification as a vicious dog or nuisance dog and required compliance with these regulations. The previous possessor/owner shall also notify the Health Director in writing if the dog is sold or otherwise transferred within three (3) business days of the transfer of the dog. The notification shall include the name and address of the new owner/possessor.

2.4.2.5 Destruction of Vicious Dogs - Unless stayed upon order of a circuit or associate circuit judge, a vicious dog shall be ordered humanely destroyed by order of the Health Director if the Health Director finds after hearing that a dog is vicious as the term is defined in these regulations by

presumption or otherwise and that one of the following factors are applicable:

- The owner or possessor of such vicious dog has previously pled guilty to or been found guilty of any offense pertaining to such dog which involves failing to adequately confine or control such dog, or
- The owner or possessor has factually failed to comply with the provisions of these regulations pertaining to the confinement and control of vicious dogs on one or more occasions after such dog has been determined to be a vicious dog and the owner or possessor was served with notice thereof, or
- The vicious propensities of the vicious dog are such that such dog presents an imminent threat to the public health and safety, or
- The vicious dog has seriously injured or killed a human being.

A hearing under this section shall be conducted within 30 days of impoundment of the vicious dog provided notice of impoundment is provided to the owner or possessor of such dog; an order to destroy the vicious dog pursuant to this section shall be made in writing and contain findings of fact supporting the order based upon the evidence presented at such hearing; if a circuit judge or associate circuit judge issues a stay of an order for destruction of a vicious dog, the owner or possessor of such dog shall deposit with the Health Director a sum of money sufficient to pay the

expense of impounding and maintaining such dog pending judicial review of the order as reasonably determined by the Health Director and failure to deposit such sum with ten days of being given notice thereof shall be grounds for the court to dissolve a stay of the Health Director's order of destruction. In addition, the Health Director may alternatively seek an order of destruction provided for in this section by independent civil equitable proceeding or may request such order as relief as a part of any quasi-criminal or criminal proceeding applicable to a vicious dog or owner or possessor thereof. Regardless of the disposition of a vicious dog under this section the owner or possessor of a vicious dog shall be liable for the expenses of impoundment, boarding and/or destruction as authorized by this chapter if the dog is in fact a vicious dog.

2.4.3 Vaccinations for Dogs and Cats - No person shall own or possess a dog or non-feral cat over three months of age unless such dog or cat is kept vaccinated appropriately with a vaccine approved and listed in the current year's Rabies Compendium and administered as specified therein.

2.4.4 Confinement and Control of Dogs in Urban Service Areas - It shall be unlawful for any dog to be unconfined or unrestrained within an urban service area, or for any person who owns or possesses a dog to permit such dog to be within an urban service area unconfined or unrestrained, unless such dog is on real estate owned or lawfully possessed by such owner or possessor, or such dog is on real estate owned or lawfully possessed by another person who has expressly consented to the presence of such dog, or such dog is in a motor vehicle being

driven or parked upon a public road, or such dog is engaged with its owner or possessor in hunting or training, or such dog is under the immediate control of its owner or possessor by means of a leash or trained command. The provisions of this section are not intended, nor shall be construed, to abrogate or modify any other provisions of law pertaining to trespass or the rights and privileges pertaining to the ownership or possession of real or personal property.

2.4.5 Confinement and Control of Dogs near Schools - It shall be unlawful for any dog to be unconfined or unrestrained, or for any person who owns or possesses a dog to permit such dog to be unconfined or unrestrained within five hundred feet (500') of a school building, unless such dog is on real estate owned or lawfully possessed by such owner or possessor, or such dog is on real estate owned or lawfully possessed by another person who has expressly consented to the presence of such dog, or such dog is in a motor vehicle being driven or parked upon a public road, or such dog is engaged with its owner or possessor in hunting or training, or such dog is under the immediate control of its owner or possessor by means of a leash or trained command. The provisions of this section are not intended, not shall be construed, to abrogate or modify any other provisions of law pertaining to trespass or the rights and privileges pertaining to ownership or possession of real or personal property.

2.4.6 Female dogs in heat: In Urban Service Areas as defined in these regulations, the owner or person responsible for a female dog in heat shall confine the animal within a building or secure enclosure and otherwise handle such dog

in such a manner that the animal shall not be accessible to other dogs except for planned breeding.

2.4.7 Permitting Dogs to Bite or Attack Prohibited, Exceptions - No person who owns or possesses a dog shall permit such dog to bite or attack another human being or domesticated animal. This subsection shall not apply to the use of dogs by law enforcement agencies, or dogs in defense training involving a consenting person properly prepared as an attack target, or dogs lawfully defending persons or property.

2.4.8 Possession of Ferrets, Vaccinations- It shall be unlawful for any person to own, or allow to remain on the person's premises, any ferret over four (4) months of age unless the ferret has received a rabies vaccination by a licensed veterinarian within the past twelve (12) months and the person exhibits proof of such vaccination upon the demand of a Health Official.

2.5 Possession and Sale of Dangerous Exotic Animals; Registration and Permitting; Impoundment; Disposition - No person shall keep, harbor, own or knowingly allow to be in or upon his the person's premises any dangerous exotic animal unless such dangerous exotic animal shall be registered, licensed or permitted as lawfully required by the Missouri Department of Conservation, the United States Department of Agriculture or such other applicable federal, state of Missouri, or county agency; in the event no federal, state of Missouri, or county agency requires registration, licensing or permitting of a particular exotic animal, then such animal shall be registered with and permitted by the Health Director. No person or business shall sell or offer for sale any dangerous exotic animal unless the seller is registered, licensed or permitted as lawfully

required by the Missouri Department of Conservation, the United States Department of Agriculture, or such other applicable federal, state of Missouri, or county agency; in the event no federal, state of Missouri, or county agency requires registration, licensing or permitting of a particular dangerous exotic animal, then such animal shall be registered with and permitted by the Health Director. The provisions of this subsection shall not apply to a properly maintained and regulated zoological park, circus, scientific or educational institution, research laboratory or veterinary hospital. Any animal that is determined by the Health Director or Health Official to be an unregistered, unlicensed, or without an applicable permit as a dangerous exotic animal in compliance with these regulations, or otherwise not in compliance with any provision of these regulations applicable to dangerous exotic animals, may be immediately impounded. Except for exigent circumstances, if the owner of such dangerous exotic animal does not consent to removal of the animal, or if the owner of the property on which the animal is located does not consent to entry onto the property, the Health Director or Health Official shall enter the property and remove the animal only pursuant to a warrant issued by a judge. Any impounded dangerous exotic animal shall remain impounded until the Health Director or a Health Official determines that the animal is not a dangerous exotic animal, or the owner or possessor satisfies the Health Director or Health Official that the animal is registered or permitted as required by these regulations and will be kept in a lawful manner; or the owner relinquishes ownership of the animal and the animal is either humanely destroyed or placed with a person who shall keep the animal in a lawful manner as required under these regulations; or a person charged with a violation of this section has been found not guilty and the judge orders the animal released; or an circuit

or associate circuit court judge determines that the animal is not a dangerous exotic animal.

2.5.1 Permits, In General: All persons or businesses that sell or offer for sale any dangerous exotic animals shall obtain an annual permit from the Health Director. The Health Director shall make such permit forms available containing such information as deemed reasonable by the Health Director. Any person who shall keep, harbor, own or knowingly allow to be in or upon their premises any dangerous exotic animal not otherwise registered, permitted, or regulated by the Missouri Department of Conservation, or the United States Department of Agriculture, or such other applicable federal, state of Missouri, or county agency not otherwise exempt from these regulations shall obtain an annual permit from the Health Director. Such permits shall only be issued after an inspection by a Health Official to check and verify cage and health standards suitable for the species being housed. All cage and health requirements shall meet or exceed the standards of the Animal Welfare Act, 7 U.S.C. §§ 2131-2159 and Regulations issued by the United States Department of Agriculture, 9 CFR Ch. 1, Subch. A, Parts 1-4, applicable to the dangerous exotic animal which is permitted. Any person or business that possesses, sells or offers for sale any dangerous exotic animal subject to a permit required under these regulations shall allow the Health Director and Health Officials access to all parts of every building that is used to house said dangerous exotic animals at reasonable hours for purposes of determining compliance with and enforcement of these regulations. The annual permit fee shall be established by the order of the County Commission as are

reasonably necessary for administration and enforcement of these regulations.

The permit shall expire one year from the date of issuance and shall be renewed annually unless the person that possesses, sells or offers for sale can provide proof that they no longer possess or are no longer engaged in the business of selling or offering for sale any dangerous exotic animal; if such proof is provided to the satisfaction of the Health Director, a prorated refund of the annual fees may be granted.

2.5.2 Permit Administration - No dangerous exotic animal permit shall be renewed except by the Health Director making a written endorsement of renewal upon the existing permit prior to the expiration date of such permit and payment by the permittee of required fees at the time of renewal. Failure to request or obtain renewal prior to the expiration date shall require the permittee to submit an application for new permit. Dangerous exotic animal permits may not be transferred to a successor owner or possessor of a dangerous exotic animal. The Health Director may deny issuance of a permit to possess or sell or offer to sell a dangerous exotic animal, or may terminate an existing permit, for violation of or having violated the regulations governing dangerous exotic animals or in cases where the Health Director has reasonable grounds to believe that the applicant for a permit will be or is unable to comply with the requirements of the regulations governing dangerous exotic animals. In the event the Health Director denies issuance of a permit or terminates a permit, the applicant or permittee shall be notified in writing of the reason or reasons for denial or termination. An applicant denied a permit or who has had a permit terminated may request in writing a

hearing before the Director of the Department of Health stating the grounds in support of the request within thirty (30) days of the notification of denial or termination. The ruling of the Director shall be final; any further appeal or review of the decision shall be as provided by Chapter 536, RSMo.

2.6 **Administration and Enforcement of Animal Control Regulations:** The provisions of this chapter shall be administered as follows:

2.6.1 **Health Director and Officials, Appointment and Duties** - The provisions of this chapter shall be administered by the Health Director, who shall be appointed by the Boone County Commission and serve at the pleasure of the Commission. The Health Director is hereby authorized to appoint or designate such other officials authorized by this chapter for the purpose of assisting the Health Director in administering or enforcing the provisions of this chapter. All such appointments shall be subject to the discretionary review and disapproval of the Boone County Commission.

2.6.2 **Animal Control Officers, Appointment and Duties** - The Health Director shall appoint one or more persons as animal control officers whose duty it shall be to enforce the provisions of this chapter and any other provisions of state law pertaining to the abuse or neglect of animals.

2.6.3 **Animal Shelter, Establishment** - The Boone County Commission, with the advice of the Health Director, shall provide an animal shelter or shelters for the reception and humane care of impounded animals and for this purpose may contract with any governmental entity, not for profit corporation or association or

licensed kennel upon such terms and conditions as are mutually deemed appropriate.

2.6.4 Interference with Health Officials and Animal Control Officers

Prohibited - No person shall knowingly interfere with any person appointed under the provisions of this chapter in the performance of his official duties as prescribed by this chapter or as provided by state law.

2.6.5 Refusal to Deliver Animals to Animal Control Officers Prohibited - No

person shall refuse to deliver an animal to an animal control officer when requested to do so under impoundment provisions of this chapter.

2.6.6 Removal of Animals from Animal Control Officers or Shelters

Prohibited - No person shall remove an animal from the custody of an animal control officer or county animal shelter by force, deceit or otherwise, when such animal has been impounded by such officer under the provisions of this chapter or state law unless such person has first obtained the express consent from such officer for removal.

2.7 Animal Impoundment: Animals subject to the provisions of this chapter or state law may be impounded in accordance with the following regulations:

2.7.1 Impoundment, General - Any animal owned, possessed or otherwise found to be in violation of this chapter or other provision of state law may be impounded and placed in a county animal shelter by an animal control officer, a law enforcement officer or other person authorized by law to impound animals.

2.7.2 Dog and Cat Impoundment for Observation - Any dog or cat which bites or otherwise injures any human being shall be impounded for observation under the requirements of subsection 2.7.5.

2.7.3 Impoundment of Suspected Rabies Carrier - Any warm-blooded animal other than a dog or cat which is reasonably suspected to be infected with rabies in the opinion of an animal control officer or health official may be seized, impounded, and upon direction of the Health Director, may be humanely euthanized and submitted for rabies diagnosis.

2.7.4 Redemption and Disposal of Impounded Animals - Unless otherwise specified in this chapter, any animal impounded pursuant to the provisions of subsection 2.7.1 of this chapter may be redeemed by its owner or possessor at a county animal shelter during normal business hours or as authorized by the supervisor of that facility provided the owner or possessor thereof proves to the satisfaction of the supervisor of the facility or a health official or animal control officer that he/she has complied with the provisions of subsection 2.4.2 of this chapter, if applicable. The supervisor of the facility or Health Official shall make a reasonable effort to identify and notify the owners or possessors of the impoundment of their animals and of the redemption and disposal procedures prescribed herein. Any animal which is not redeemed within five days after impoundment under subsection 2.7.1, or such other time period not to exceed 30 days, shall be disposed of as follows in the discretion of the Health Director:

2.7.4.1 release of the animal to any person desiring such animal upon payment of any applicable impoundment and boarding charges and compliance with subsection 2.4.2, if applicable.

2.7.4.2 release of the animal to a humane society at no charge.

2.7.4.3 humane euthanization provided the owner or possessor cannot be notified of impoundment after reasonable effort to notify the owner or possessor, or, the owner or possessor thereof fails to redeem such animal within the redemption period after notification thereof. No owner or possessor shall be relieved of liability for payment of an impoundment or boarding charge incurred as may be prescribed by law by virtue of an animal being euthanized as provided herein.

2.7.5 Impoundment for Observation, Disposition - Any dog or cat impounded pursuant to subsection 2.7.2 of this chapter shall be securely confined by an animal control officer at the county animal shelter or by a licensed veterinarian of the owner's or possessor's choice for a period of ten days after the reported bite or injury to a human being for observation for symptoms or manifestations of rabies. If such dog or cat exhibits symptoms or manifestations of being infected with rabies, in the opinion of a licensed veterinarian, then such dog or cat shall be euthanized and submitted for rabies diagnosis upon authorization of the Health Director. If such dog or cat exhibits no symptoms or manifestations of rabies after the required observation period, then such animal may be redeemed or disposed of in accordance with the provisions of 2.7.4. The Health Director may authorize other secure confinement of a dog or cat for the observation period

specified above by the owner or possessor of such animal whenever Boone County and its contiguous counties are not under a rabies alert issued by the State Department of Health and it is proven to the director's satisfaction that the bite was provoked and such animal had been vaccinated for rabies at the time the bite or injury to a human being occurred.

2.7.6 Isolation and Quarantine - The Health Director may order the temporary isolation or quarantine of domestic or wild animals reasonably suspected of having a contagious communicable disease which may directly or indirectly effect human health or food or water supplies until such time as the state veterinarian or other state or federal agency having jurisdiction assumes responsibility for animal disease management and determination of the need for further disease control measures.

2.8 Jurisdiction: The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri, and by order of the Boone County Commission in incorporated municipalities which petition to be included. Any petitioning municipality shall also be defined as an urban service area under section 2.4.3 if the petition so requests.

APPENDIX

CHAPTER II

ANIMAL CONTROL

Geographical Description of Urban Service Areas

The following geographical areas within Boone County, Missouri, shall constitute the Urban Service Areas as used in chapter one of the Boone County Code of Health Regulations. All incorporated municipalities shall be excluded from this description unless expressly included by subsequent order of record issued by the Boone County Commission.

Within Township 49 North, Range 12 West, the following sections outside the city limits of Columbia:

All of Sections 16, 17, 19, 20, 21, 23, 26, 27, 28, 29, 30, 33, 34, 35, 36, West ½ of Sections 15 and 24.

The South ½ of the Northeast ¼ of Section 8, the North ½ of the Southeast ¼ of Section 8, that section of the Southeast ¼ of the Northwest ¼ of Section 8 situated east of Clay's Fork Creek, that section of the Northeast ¼ of the Southwest ¼ of Section 8 situated east of Oakland Gravel Rd.

The South ½ of the NW ¼ of Section 9, the Southwest ¼ of Section 9, that section of the West ½ of the Southeast ¼ of Section 9 situated west of State Highway B, that section of the South ½ of the Northeast ¼ of Section 9 situated west of State Highway B.

Within Township 48 North, Range 11 West, the following sections outside the city limits of Columbia:

The West ½ of Sections 6 and 7.

Within Township 48 North, Range 12 West, the following sections outside the city limits of Columbia:

All of Sections 1, 2, 3, 10, 11, 12, 14, 15, 16, 21, 22, 23, 28, 29, 31, 32 and 33.

Within Township 47 North, Range 12 West, the following sections outside the city limits of Columbia:

All of Section 4, the West ½ of Section 3, the North ½ of Section 6.

Within Township 47 North, Range 13 West, the following sections outside the city limits of Columbia:

All of Sections 2, 3 and 4, the North ½ of Section 1, the North ½ of Section 10, and the North ½ of Section 11.

Within Township 48 North, Range 13 West, the following sections outside the city limits of Columbia:

All of Sections 4, 5, 6, 7, 8, 17, 20, 27, 28, 29, 33, 34 and 36.

Within Township 49 North, Range 13 West, the following sections outside the city limits of Columbia:

All of Sections 23, 24, 25, 26, 33, 34, 35 and 36.

Within Township 48 North, Range 14 West, the following sections outside the city limits of Columbia:

All of Sections 1, 2, 11 and 12.

All of Sections 9, 10, 11, 14, 15 and 16 Township 46 North, Range 12 West located outside the municipal limits of Ashland.

All of Sections 3, 9, 10, 11, 14, 15, 16, 21, 22 and the E ½ of Section 4 and the E ½ of Section 17, of township 51 North, Range 11 West located outside the municipal limits of Centralia.

All of Sections 13, 14 and 23 of Township 50 North, Range 12 West located outside the municipal limits of Hallsville.

All of Sections 10, 11, 13, 14 and the W ½ of Section 12 of Township 50 North, Range 14 West located outside of the municipal limits of Harrisburg.

All of Section 8, Township 45 North, Range 12 West located outside the municipal limits of Hartsburg.

All of Section 1, Township 48 North, Range 15 West and Section 6, Township 48 North, Range 14 West, located outside of the municipal limits of Rocheport and located within Boone County.

All of Sections 5 and 8 and the E ½ of Section 7 and the N ½ of Section 17, Township 51 North, Range 12 West located outside of the municipal limits of Sturgeon.

CHAPTER IV

SMALL ON-SITE WASTEWATER SYSTEMS

- 4.1 **Purpose:** The regulations in this chapter are enacted for the purpose of regulating the design, construction and modification of small on-site wastewater systems as the term is defined in these regulations in order to protect and promote the public health and to prevent the entrance of infectious, contagious, communicable or dangerous diseases into Boone County, Missouri.
- 4.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by Section 192.300 RSMo
- 4.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise or the definition of the term is found in a regulation adopted by reference in this regulation, the following words and terms shall have the following meanings:
- 4.3.1 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person so designated on a temporary basis by order of the Boone County Commission.
- 4.3.2 **Health Official** - An employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director to administer or enforce the provisions of this chapter.
- 4.3.3 **Permit** - Written authorization issued by the Boone County Health Department which authorizes the permittee to construct or modify the small on-site wastewater systems regulated under this chapter. This permit is not intended

to be construed to be a permit regulating the operation of a small on-site wastewater system after completion of construction or modification.

4.3.4 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

4.3.5 **Small On-site Wastewater System** - Any subsurface sewage treatment system, lagoon disposal system or other waterborne waste disposal method employing basic hydrologic or engineering principles which receives 1500 gallons or less of waterborne waste per day.

4.3.6 **Construction** - Any act of building and/or installing a new small on-site waste system in order to make it operational and functional or any act of repairing or replacing a small on-site wastewater system other than routine maintenance.

4.3.7 **Modification** - Any act or work upon an existing small on-site wastewater system which changes the design or function of system other than routine maintenance.

4.4 **Small On-site Wastewater System Design and Construction Standards:** All small on-site wastewater systems shall be designed, constructed or modified in accordance with the standards set forth in 19 CSR 20-3.060 **Minimum Construction Standards for On-Site Sewage Disposal Systems**, effective February 28, 2002, the same being incorporated by reference as if fully set out in this regulation verbatim and maintained on file in the office of the Boone County Health Department, Boone County Planning & Building Inspection Department

and Boone County Clerk's office except to the extent the same is modified by these regulations.

4.4.1 Exceptions to Design and Construction Standards - The Regulations 19 CSR 20-3.060 **Minimum Construction Standards for On-Site Sewage Disposal Systems**, effective February 28, 2002, are hereby amended for purposes of this chapter as follows:

4.4.1.1 Soil Scientist - The term "soil scientist" defined in 19 CSR-20-3.060(1)(A) shall be defined as follows - A soil scientist shall have a minimum of 15 semester credit hours of courses in soil sciences including a minimum of 3 credit hours in the area of soil morphology and interpretation as well as a minimum of 3 years field experience by employment or otherwise in interpreting soil texture, color, structural and stratigraphic properties relative to temporal fluxes of water in soil landscapes.

4.5 Permit Required for Construction or Modification of Small On-site Wastewater Systems: From and after the effective date of these regulations no small on-site wastewater system shall be constructed or modified except in accordance with the terms and conditions of a valid permit issued pursuant to these regulations. Except as provided in section 4.6.2, nothing in these regulations is intended or is to be construed to require a permit to operate a small on-site wastewater system once the construction or modification of such a system under permit has been finally inspected and approved by the Health Director or authorized Health Official. The issuance of a permit in accordance with these

regulations does not relieve the permittee of the responsibility to properly plan, design, construct, install, modify, operate or maintain the system as may be otherwise regulated by law, rule or regulation, nor does issuance of such permit guarantee that the system will function in compliance with these regulations or other applicable laws, rules or regulations.

4.5.1 Permit Applications - Any person seeking a permit to construct or modify a small on-site wastewater system shall submit a written application for same on forms provided by the Health Director or authorized Health Official; such application shall be accompanied by plans, including site plans indicating the location of percolation test holes or soil profile holes, test results, lot lines, proposed location of treatment systems in relation to buildings and lot lines, specifications, design data and other pertinent information required by the Health Director or authorized Health Official. All plans and specifications shall conform to the design standards required under these regulations. All permit applications including site plans shall demonstrate in writing and graphically that the proposed small on-site wastewater system to be constructed or modified is in compliance with the requirements of these regulations.

4.5.2 Permit Application Processing Procedures - The Health Director OR authorized Health Official shall review all permit applications initially for completeness; incomplete applications shall be returned to the applicant for completion. The Health Director or authorized Health Official shall take final action on all completed permit applications within fifteen (15) calendar days of submission by either approving the application and issuing the permit, issuing the

permit with modifications necessary for compliance with these regulations, or denying the permit. Any permit issued with modifications or denied shall be accompanied by written reasons for such modification or denial and in the case of denial, the Health Director or authorized Health Official at his or her discretion may recommend corrective action. Any applicant aggrieved by the issuance of a permit with modifications or denial of a permit may appeal such issuance or denial to the Health Director within 30 days of such issuance or denial in accordance with the provisions of these regulations.

4.5.3 Compliance with Permit - No small on-site waste water system shall be constructed or modified except in compliance with the terms and conditions of the permit issued for same and approved application therefor; unauthorized changes, deviations or modifications shall constitute a violation of the permit and subject the permittee to permit suspension, revocation and/or prosecution.

4.5.4 Operation of Small On-site Wastewater System - No small on-site wastewater system shall be operated unless and until a final inspection of same is conducted by the Health Director or authorized Health Official and the system is approved and found to be in compliance with these regulations. No final inspection shall be conducted or approval granted unless the system is exposed for inspection without backfilling so that the system can be examined for compliance with these regulations. Any small on-site wastewater system which has been backfilled in whole or part or otherwise covered such that a complete inspection for compliance cannot be conducted shall upon request of any Health Official be uncovered, re-excavated or otherwise exposed at the sole expense of the permittee

such that a complete inspection can be conducted for purposes of determining compliance with these regulations. Any permittee who shall fail to expose a small on-site wastewater system for inspection under the provisions of these regulations shall be subject to permit suspension or revocation. Any permittee who shall fail to expose a small on-site sewage system to inspection after construction or modification within thirty (30) days after request of a Health Official shall be subject to permit revocation.

4.5.5 Permit Modification - No small on-site wastewater system shall be constructed or modified in deviation from the terms and conditions of the permit and approved application therefor unless a new application or amended application for such permit has been first filed with the Health Director or authorized Health Official and approved by such person or a waiver of permit modification has been granted pursuant to section 4.5.6.

4.5.6 Waiver of Permit Modification - Submission of a new or amended application for small on-site wastewater system permit may be waived by the Health Director or authorized Health Official in cases where approved materials and/or procedures cannot be used under the terms and conditions of the existing permit and alternative materials or procedures will meet minimum standards without substantial change in the small on-site wastewater system approved under the existing permit and which will not result in any violation of these regulations. The Health Director or authorized Health Official may grant such waiver orally upon oral request provided the request and waiver is documented on forms approved by the Health Director or authorized Health Official and signed by the

permittee and Health Director or authorized Health Official granting the waiver. Failure or refusal of the Health Director or authorized Health Official to grant an oral waiver shall not entitle the permittee to appeal such decision to the Health Director.

4.5.7 General Permit Conditions - The following general conditions shall be applicable to all small on-site wastewater system permits:

4.5.7.1 Expiration of Permit - All small on-site waste water system permits shall be valid for six months after date of issuance and the authorized Health Official shall record the expiration date on each such permit. Permits may be renewed for additional ninety (90) day periods after the initial period of validity for good cause provided there have been no changes in the plans for construction or modification of the system under the initial permit and application for renewal is made prior to the expiration date of the permit. No small on-site wastewater system permit shall be renewed except by an authorized Health Official making a written endorsement of renewal upon the existing permit prior to the expiration date of such permit. Failure to request or obtain renewal prior to the expiration date shall require the permittee to submit an application for new permit.

4.5.7.2 Transfer of Permit - Small on-site wastewater system permits may be transferred only to successor property owners prior to completion of construction or modification for which the permit is issued by completion of ownership transfer documents issued and approved by an

authorized Health Official. All terms and conditions of issued permits for construction or modification shall be automatically applicable to any successor property owner upon transfer of ownership.

4.5.8 Permit Denial - A Health Official may deny an on-site wastewater system permit for any of the reasons enumerated in sections 4.5.8.1 through 4.5.8.3. In the event a Health Official denies issuance of a permit the applicant shall be notified in writing of the reason or reasons for denial. An applicant denied a permit may request in writing a hearing before the Health Director stating the grounds in support of the request within thirty (30) days of the notification of denial. The ruling of the Director shall be final; any further appeal or review of the decision shall be as provided by Chapter 536, RSMo.

4.5.8.1 Denial Due to Violation of Design and/or Construction Standards - A small on-site wastewater system permit may be denied because application for such permit is incomplete or does not meet applicable minimum design and/or construction standards established by these regulations.

4.5.8.2 Denial Due to Violation of Applicable Building, Subdivision or Zoning Regulations - A small on-site wastewater system permit may be denied if the system to be constructed or modified will cause a violation of applicable building, subdivision or zoning regulations.

4.5.8.3 Denial Due to Location Within Reasonable Distance of Public Sanitary Sewer - A small on-site wastewater system permit may be denied because the building lot upon which it is to be located is within a

reasonable distance of a public sanitary sewer to which connection is practicable and is permitted by the governmental agency or utility owning or operating the sanitary sewer, or in the case of a nonconforming on-site wastewater system under section 4.8, no such permit shall be issued where such a system constitutes a nuisance as otherwise prohibited in these regulations and the building lot upon which such system exists is located within a reasonable distance of a sanitary sewer to which connection is practicable. A public sanitary sewer shall be presumed to be within a reasonable distance of a building lot for purposes of connection if the Health Official determines that a) the lack of a treatment system or the design or operation of an existing onsite treatment system has been declared a public health nuisance or hazard, b) a connection to a public sewer can be designed and constructed, c) the expense of connection to the public sanitary sewer, either individually or in combination with one or more other new connections in close proximity to building lot, is no greater than the cost of installing or repairing an on-site wastewater treatment system on the lot which complies with these regulations, or that no onsite treatment system can be constructed on the building lot which complies with these regulations. In circumstances in which an existing on-site wastewater treatment system has been declared a nuisance under the Code and due to lot size, topography, or other factors, it is impracticable to install an on-site wastewater treatment system which complies with these regulations, then in such circumstances it shall be presumed that

connection to a public sanitary sewer is practicable. It shall be the responsibility of the person seeking a permit to investigate and demonstrate to the satisfaction of a Health Official that no public sanitary sewer connection is available and/or practicable under these criteria as a condition of issuance of a permit.

4.5.9 Permit Suspension and Revocation - A Health Official may suspend or revoke a permit before construction or modification of a small on-site waste water system is completed due to noncompliance with the terms of the permit or these regulations, unapproved modifications in design or construction, false information submitted in the application for permit, changing site conditions which would result in a violation of one or more of the provisions of these regulations, submission of false percolation test data or false soil morphology/landscape data, permittee misrepresentation concerning compliance with these regulations, or any other reasons necessary for protection of the public health or safety. Except in cases where continued construction or modification under permit would present an imminent threat to human health, life or safety, a permittee shall be given at least five (5) days advance written notice of a Health Official's intent to suspend or revoke a permit which shall contain a written statement of the reasons for the proposed suspension or revocation, duration of suspension (if applicable) together with notice of corrective actions (if applicable) necessary to authorize the permittee to retain the permit. The permittee may appeal a notice of suspension or revocation to the Health Director by submitting a written notice of appeal to the Health Director on or before the date suspension or revocation is to take effect.

An appeal shall not stay the suspension or revocation of a permit unless so ordered by the Health Director upon a showing of good cause or with consent of the Health Director. The Health Director shall determine the appeal of any suspension or revocation as soon as reasonably practicable; the decision of the Health Director shall be final and any further appeal or review shall be as prescribed by Chapter 536 RSMo.

- 4.6 **Health Director Oversight; Variances and Appeals:** The Health Director shall review and determine applications for variances as authorized by these regulations and hear and determine appeals from Health Officials' decisions as are authorized and prescribed by these regulations. The Health Director may grant variances from the strict application of these regulations in cases where a property owner or occupant qualify for a permit to construct or modify a small on-site wastewater treatment system under section 4.5 of these regulations, would not otherwise be able to effectively or properly use a small on-site wastewater system, and the grant of a variance would not result in contamination of surface waters or ground water or present a nuisance or health hazard to any person and would not result in the discharge of treated or untreated domestic sewage or human waste off the property subject to the permit. No variance shall be granted on the condition of reduced water usage or maximum specified water usage. The Health Director may impose such conditions on a variance as deemed appropriate for purposes of preventing contamination of surface waters or ground water or preventing a nuisance or health hazard condition to other persons or preventing discharge of

treated or untreated domestic sewage or human waste off the property subject to the permit.

4.7 Certification of Small On-site Wastewater System Installers, Percolation Test

Technicians and Inspectors: No person shall construct or modify a small on-site wastewater system unless certified as an installer for such system by the Health Director. No person shall administer a soil percolation test for purposes of complying with these regulations unless certified as a percolation test technician. No person shall perform or administer a soil morphology/landscape analysis for purposes of complying with these regulations unless qualified as a soil scientist as defined herein. From and after January 1, 1995, no person shall inspect any small on-site wastewater system for purposes determining compliance with these regulations or any other law, rule or regulation if such inspection is performed for compensation or performed in order to report inspection findings to any person other than a governmental agency which regulates small on-site wastewater systems unless such person inspecting such system is currently certified as small on-site wastewater system inspector under these regulations by the Health Director.

4.7.1 Certification Requirements for Installers - An individual may be certified as a small on-site wastewater system installer if such person has attended a training as required by the Health Director consisting of instruction on the application of these regulations. The Health Director is authorized to establish such courses of instruction and/or testing as it may deem appropriate from time to time to insure installer compliance with these regulations.

4.7.2 Requirements for Percolation Test Technician Certification - A natural person may be certified as a soil percolation test technician under these regulations who meets the criteria of any applicable state regulations and has a working knowledge of the proper procedure for administering soil percolation tests and the application of these regulations pertaining thereto. The Health Director may provide training and require testing in proper procedure for administering soil percolation tests and these regulations as they apply to them.

4.7.3 Homeowner Exemption for Installer Certification - Any individual who owns real estate upon which a small on-site wastewater system is to be constructed or modified and who resides on such real estate or shall reside upon such real estate upon completion of construction of a residence may construct or modify a small on-site wastewater system pursuant to these regulations so long as such individual has obtained written exemption from the Health Director pursuant to this regulation and is primarily responsible for the actual construction or modification of the small on-site wastewater system constructed or modified on such real estate. Exemption from this certification requirement may be revoked by the Health Director due to noncompliance with these regulations or permitting a non-certified person to assume responsibility for the actual construction or modification of the small on-site wastewater system authorized under such exempted person's permit.

4.7.4 Certification Requirements for Inspectors - A natural person may be certified as a small on-site wastewater system inspector under these regulations if such person receives instruction and meets minimum qualifications required of

the Health Director pertaining to the operation of small on-site wastewater systems and the application of these regulations to such systems. The Health Director is authorized to establish such courses of instruction and testing as it may deem appropriate from time to time to insure inspections are properly performed under these regulations and may issue exemptions from the training and testing requirements for persons it finds qualified as inspectors due to education and experience. It shall be the responsibility of the party requesting exemption to prove to the Health Director's reasonable satisfaction their qualification for exemption.

4.7.5 Records and Reports: All small onsite wastewater systems percolation test technicians, installers and inspectors certified under these regulations shall upon request of the Health Director or authorized Health Official make available for inspection and copying all records which such persons prepare or retain with respect to work which is performed which is subject to a permit issued under these regulations. In addition, all inspectors certified under the provisions of these regulations shall prepare a written report of any inspection performed and shall provide the Health Director or authorized Health Official with all such written reports within 15 days after preparation unless the Health Director or authorized Health Official requests a copy of any such report in writing within a shorter time.

4.7.6 Revocation of Certification - The Health Director or authorized Health Official may revoke the certification of any small onsite wastewater system installer or soil percolation test technician or inspector who is found to

intentionally violate any provision of these regulations or who after written warning of violation of a particular regulation is found to violate the same regulation on one or more subsequent occasions regardless of whether or not such person intended violation. The Health Director or authorized Health Official may also revoke the certification of any small onsite wastewater system inspector who either intentionally or repeatedly fails to disclose any violation of these regulations in an inspection report or who intentionally or repeatedly makes any misleading or erroneous statement concerning the compliance or noncompliance of any small onsite wastewater system with these regulations in an inspection report. Any certification revoked by a Health Official may be appealed in writing to the Health Director within ten (10) days after notice of revocation has been served upon the person whose certification is to be revoked. The Health Director shall hear and determine such appeal as soon as reasonably practicable and may for good cause shown stay revocation prior to hearing. The decision of the Health Director shall be final and any appeal thereafter shall be as prescribed by Chapter 536 RSMo.

- 4.8 **Nonconforming Small On-site Wastewater Systems:** Except as provided below, all small on-site wastewater systems existing as of the effective date of this chapter shall be presumed to be in compliance with these regulations unless such system is found to be public health nuisance or hazard under this Code, or is in violation of state law pertaining to wastewater systems. When any such condition exists the owner of the real estate upon which such system exists shall then be subject to the provisions of these regulations and shall be required to apply for a

small on-site wastewater permit in order to modify the existing system or construct a new system within a reasonable time as prescribed by an authorized Health Official except in cases in which an authorized Health Official determines that a permit should be denied under section 4.5.8.3 of these regulations, in which case the Health Official shall grant the property owner or occupant a reasonable time to connect to a public sewer as warranted under the circumstances. No small on-site wastewater system shall be presumed to be in compliance with these regulations which has not been operable or used for a period of one hundred eighty (180) or more consecutive days or for which a construction permit has been issued pursuant to these regulations. No on-site sewage treatment lagoon otherwise subject to these regulations which existed on or before the date these regulations were first enacted that has a minimum surface area of nine hundred square (900') feet and is surrounded by a thirty-nine (39") inch or taller fence or other fence designed to prevent animals and children from entering the enclosed area and that is without observable functional deficiencies shall be considered to be in violation of the foregoing sections or other applicable law, rules or regulations based solely upon size or location or general condition. No subsurface sewage treatment system otherwise subject to these regulations which existed on or before the date these regulations were first enacted that does not exhibit any chronic surface discharge shall be considered to be in violation of the foregoing sections or other applicable law, rule or regulation based solely upon known or unknown design, components or configuration unless there is other

evidence demonstrating one or more violations of said sections or other applicable law, rules or regulations.

4.9 **Discharge of Wastewater Off Property Prohibited:** No person or property owner may operate an on-site waste water treatment or sewage disposal system or transport and dispose of waste removed therefrom in such a manner that may result in the contamination of surface waters or groundwater or present a nuisance or imminent health hazard to any other person or property owner and that does not comply with the requirements of these regulations or sections 701.025 to 701.059 and the on-site sewage disposal rules promulgated under sections 701.025 to 701.059 by the department, whichever standards are higher. No person shall permit treated or untreated wastewater or effluent to discharge from the real estate upon which an onsite wastewater treatment or sewage disposal system exists or is required by these regulations or state law except that any person may discharge treated wastewater on to the property owned by another if such person has an easement or other lawful possessory interest in real estate which permits such person to discharge such treated wastewater on to such real estate within the boundaries described by such easement or possessory interest.

4.10 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri and by order of the Boone County Commission in incorporated municipalities which petition the Boone County Commission to be included and the Boone County Commission agrees to order their inclusion after public hearing thereon.

4.11 **Fees:** The County Commission may from time to time impose such user fees, such as permit fees or inspection fees, as it may deem appropriate so long as such fees comply with the provisions of Section 192.300, RSMo, and are otherwise authorized by law.

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CHAPTER VI
PUBLIC HEALTH HAZARDS AND PUBLIC NUISANCES

6.1 **Purposes:** The regulations in this chapter are enacted for the purpose of regulating and eliminating public health hazards and public nuisances in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous disease into Boone County, Missouri.

6.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by sections 192.300 and 67.402, RSMo

6.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:

6.3.1 **Agricultural Property** -Property which is zoned for agricultural uses under the zoning regulations of Boone County except properties within such zones which have been subdivided under the subdivision regulations of Boone County for residential uses.

6.3.2 **Dismantled vehicle** - means any vehicle missing significant body parts such as the hood, fender, cab, door or trunk lid.

6.3.3 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person(s) so designated on a temporary basis by order of the Boone County Commission.

6.3.4 **Health Official** - Any employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director with the advice and consent of the Boone County Commission to administer or enforce the

provisions of this chapter.

6.3.5 **Inoperable vehicle** - means any vehicle that does not possess an engine, has one or more flat or missing tires, or is otherwise incapable of being operated for lack of a major component of the vehicle.

6.3.6 **Junk** - means worn, scrap, salvage or discarded materials of any nature including, but not limited to metal, glass, paper, cardboard, wood, clothing, furniture, carpeting, vehicle parts, appliances, construction material, trash and refuse.

6.3.7 **Junk-filled vehicle** - means any vehicle used to store junk provided that the junk occupies more than one-half of the enclosed area of the vehicle, or junk is piled on the hood, roof or trunk of the vehicle, or if the vehicle is a truck, any junk in the bed of the vehicle extends higher than three feet above the bed of the vehicle.

6.3.8 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

6.3.9 **Public Health Hazard** - Any condition upon real property which poses an immediate and direct hazard to human health due to the existence of the condition itself or due to the immediate threat of transmission of disease through insects, animals, or other means of transmission or infection.

6.3.10 **Public Nuisance** - A condition in real estate creating a potential danger or hazard to human health if left unremedied due to the existence of the condition itself or due to the potential transmission of disease through insects, animals or

other means of transmission or infection. Such conditions may include the presence of rubbish and trash, lumber, bricks, tin, steel, parts of derelict motorcycles, derelict cars, derelict trucks, derelict construction equipment, derelict appliances, broken furniture, or overgrown or noxious weeds in residential subdivisions which may endanger public safety or which are unhealthy or unsafe and therefore declared to be a public health nuisance.

6.3.11 Property Occupant - Any person who owns real property upon which a public health hazard or nuisance exists, and any person in possession or charge of real property who has created, maintained, or otherwise facilitated a health hazard or public nuisance upon such property.

6.3.12 Unlicensed vehicle - means any vehicle that is not validly registered under the motor vehicle laws of the State of Missouri or the laws of any other jurisdiction and any vehicle that does not display a valid current license plate in conformance with the laws of the jurisdiction in which it is registered.

6.3.13 Vehicle - means any device designed for the motorized transportation of persons or property over public ways.

6.3.14 Weeds - The term weeds shall be interpreted to include all vegetation commonly known as weeds, excluding cultivated vegetation, which shall have attained a height of 12 inches or more and vegetation which may exhale unpleasant or noxious odors.

6.4 Jurisdiction: The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri. Any incorporated area in Boone County not included in these regulations may be declared included by

order of the Boone County Commission only after petition for such declaration has been filed by the governing body of such incorporated area and after public hearing thereon. These regulations shall particularly exclude agricultural interests which in these matters are regulated by other state and national agencies.

6.5 **Solid Waste Storage:** It shall be unlawful for any property occupant or other person who possesses or uses real estate in the jurisdiction to which these regulations are applicable to place, permit placement, or maintain upon such real estate an accumulation of trash, rubbish, garbage, lumber, bricks, tin, steel, derelict and inoperable construction equipment, derelict and inoperable appliances, broken furniture or other refuse in a condition which constitutes a public nuisance, except that this section shall not apply to:

6.5.1 **Temporary Storage** - Temporary storage of trash, garbage or other refuse in closed containers which prevent invasion of animals or insects for a time period not exceeding fourteen calendar days from the date they are disposed of lawfully,

6.5.2 **Composting** - Composting nontoxic agricultural, organic or domestic waste.

6.6 **Rat Harborages:** It shall be unlawful to keep, maintain or store upon real property refuse in a manner or condition which is conducive to rat infestation or breeding; any such violation shall constitute a public health nuisance.

6.7 **Weeds and Rank or Noxious Plants:** It shall be unlawful to permit the growth of weeds or other rank or noxious plants as the terms are defined in these regulations upon any residential lot or within any residential subdivision or district except agricultural property; provided, however, that this exemption for agricultural

property does not supersede any provision of state law governing the control or elimination of weeds or other rank or noxious plants.

6.8 **On Site Sewage Treatment and Disposal:** It shall be unlawful to discharge untreated and uncontained household or human sewage effluent from any building or structure above or below the ground surface. It shall be unlawful to operate or maintain or permit the operation or maintenance of a subsurface wastewater treatment system which causes chronic surface discharge of treated or untreated effluent. It shall be unlawful to operate or maintain or permit the operation or maintenance of a wastewater lagoon treatment system which causes chronic surface or subterranean discharge of treated or untreated effluent. Any unlawful discharge described herein shall constitute a public nuisance.

6.9 **Vehicle Nuisance; Exceptions** - The presence upon any private property within the jurisdiction to which these regulations are applicable of an unlicensed, dismantled, inoperable or junk-filled vehicle is declared to be a public nuisance and it is hereby declared unlawful for any person to cause, permit, maintain or allow the creation or maintenance of any vehicle nuisance in violation of this section. This declaration of nuisance in this section shall not apply to any property that is the site of a lawful motor vehicle sales or service business, a lawful towing or storage facility or a lawful junkyard; to any vehicle that is kept or stored in a garage or similar fully enclosed structure; to any vehicle that is enclosed within a locked fenced area and is not clearly visible from adjacent public or private property, and to any unlicensed vehicle that is kept or stored in a carport provided that the unlicensed vehicle is not also a dismantled or inoperable or junk-filled

vehicle.

6.10 **Abatement of Public Health Hazards and Public Nuisances:** Public health hazards and public nuisances shall be abated in accordance with the following rules and procedures:

6.10.1 **Determination of Public Health Hazards and Public Nuisances:** It shall be the duty of the Health Director and/or Health Official to determine whether or not a public health hazard or public nuisance as defined in these regulations exists. In the event the Health Director or a Health Official determines that a public health hazard or nuisance exists upon any real estate, then he or she shall promptly give written notice of that determination to the property occupant, owner, and any other persons having an interest in the property as shown by the land records maintained by the Recorder of Deeds of the County, by personal service upon such persons, or by certified mail, return receipt requested, or if service cannot be had by either of these methods, then service upon them by publication in a newspaper of general circulation published within the geographic vicinity where the violation occurred. Such notice shall identify the nuisance and require the persons to whom notice was given to abate the nuisance within 15 days of receipt of notice, or such other shorter or longer time as reasonably determined by the Director or Health Official giving notice. Further, if the Director or Health Official determines that the immediate abatement is necessary to preserve the public health or safety, then in such cases immediate abatement may be ordered as provided in section 6.10.2 regardless of property occupant

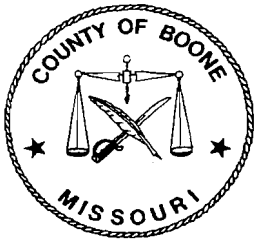
abatement obligations hereunder.

6.10.2 Governmental Abatement of Public Health Hazards and Public

Nuisances –If a property occupant, or other person having interest in real estate upon which a nuisance has been ordered abated by the Health Director or Health Official fails to abate a health hazard or nuisance within the time specified in the notice for abatement, or if any such person fails to proceed continuously with abatement without unnecessary delay, then the Health Director or other Health Official may request a hearing before the County Commission for an order to abate any public health hazard or nuisance as defined in these regulations through use of governmental resources or by government contract with the expense of such abatement to be charged against the property as a special tax bill, or added to the real estate taxes due and owing for the year in which governmental abatement occurs. Notice of such hearing shall be given to all persons to whom a notice of abatement had been previously given and to such other persons who may have been disclosed to the Health Director or Health Official as having an interest in the property; such notice shall be given at least 10 days in advance of the hearing. At such hearing all persons to whom notice has been given shall have an opportunity to be heard as to whether the property is a public health hazard or public nuisance, or otherwise detrimental to the health, safety or welfare of the residents of the county, provided, however, it shall be presumed that the public health hazard or public nuisance exists upon such property if no appeal of the decision of the Health Director or Health Official that such public health hazard and nuisance exists is made in the time and manner as prescribed by section

6.10.3 of this regulation. Upon the conclusion of any such hearing the County Commission shall issue its order making specific findings of fact based upon competent and substantial evidence presented at such hearing, which shows the property does or does not constitute a public health hazard or public nuisance, or is otherwise detrimental to the health, safety and welfare of the residents of the County. If the County Commission finds such public health hazard or public nuisance exists, it may order abatement of such health hazard or nuisance at governmental expense with the cost thereof to be certified to the County Clerk and County Collector for purposes of issuance of a special tax bill or additional tax on the real estate tax bill to be collected as other real estate taxes as prescribed by §67.402.3 RSMo.

6.10.3 **Right of Appeal:** A property occupant or other person given notice by the Health Director or Health Official shall have the right to appeal such decision to the County Commission provided such appeal is made and filed with the County Commission within 15 days of personal service or receipt of written notice by certified mail of the Health Director's decision, or before the time specified for abatement, whichever is shorter. Decisions made by the County Commission concerning such appeals shall be final for purposes of judicial review.



WENDY S. NOREN
BOONE COUNTY CLERK
ROGER B. WILSON BOONE COUNTY GOVERNMENT
CENTER
801 E. WALNUT ROOM 236
COLUMBIA MO 65201
573-886-4295

FAX

To: SARAH

From: SHAWNA

Date: 28 JULY 2005

Phone: 8825714

Phone 8864297

Re: NOTICE

Pages (inc cover): 2

Fax #: 8845293

Fax #: 8864300

Urgent For Review Please Comment Please Reply

Please find attached a copy of the Order for Public Notice for the Revisions to Chapters II, IV and VI of the Code of Health Regulations for Boone County Missouri. Please begin running this as soon as possible.

The bill for this should be sent to the City/County Health Department Attention: Deanne. Please send me a copy of the affidavit for my files. This notice should be run for a period of THREE (3) successive weeks commencing within 30 days of today's date.

Please send me a proof of this notice before running.

If you have any questions, please call me at 886-4297.

Thank you

Shawna M. Victor
Deputy County Clerk

SENDING REPORT

Jul. 28 2005 03:23PM

YOUR LOGO :
YOUR FAX NO. : 5738864300

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
01	98845293	Jul.28 03:22PM	00'49	SND	02	OK

TO TURN OFF REPORT, PRESS 'MENU' #04.
THEN SELECT OFF BY USING '+' OR '-'.

FOR FAX ADVANTAGE ASSISTANCE, PLEASE CALL 1-800-HELP-FAX (435-7329).

Boone Co. Health Department
 P.O. Box 6015
 Columbia, MO 65205

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # Invoice #30925142

STATE OF MISSOURI)
) ss.
 County of Boone

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI
 In Re:
 Revision to Chapters II, IV, & VI
 Boone County Health Regulations
 July Session
 July Adjourned
 Term 2005
 Commission Order No. 305-2005

ORDER FOR PUBLIC NOTICE
 On the 28th day of July, 2005,
 the County Commission for Boone County, Missouri, met in regular session and entered the following order in regard to revisions to chapters II, IV, and VI of the Code of Health Regulations for Boone County, Missouri:

IT IS ORDERED THAT the County Clerk of Boone County, Missouri, make available to the public copies of revised chapters II, IV, and VI of the Code of Health Regulations for Boone County, Missouri, adopted as revised on the 28th day of July, 2005, by order of this Commission and that the general public is hereby notified that such regulation are available for distribution to the public at the office of the County Clerk, Boone County, Missouri, Roger B. Wilson Boone County Government Center, 801 E. Walnut, Columbia, Missouri 65201.

Boone County, Missouri
 By: Boone County Commission
 Keith Schnarre
 Presiding Commissioner
 ATTEST:
 Wendy S. Noren
 County Clerk

Insertions: July 31, August 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18 and 19, 2005

I, Daniel S. Potter being duly sworn according to law state that I am one of the publishers of the Columbia Missourian, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

1st	Insertion July 31	2005
2nd	Insertion August1	2005
3rd	Insertion August2	2005
4th	Insertion August3	2005
5th	Insertion August4	2005
6th	Insertion August5	2005
7th	Insertion August7	2005
8th	Insertion August8	2005
9th	Insertion August9	2005
10th	Insertion August10	2005
11th	Insertion August 11	2005
12th	Insertion August 12	2005
13th	Insertion August 14	2005
14th	Insertion August 15	2005
15th	Insertion August 16	2005
16th	Insertion August 17	2005
17th	Insertion August 18	2005
18th	Insertion August 19	2005
19th	Insertion	2005
20th	Insertion	2005
21st	Insertion	2005

COLUMBIA MISSOURIAN PRINTER'S FEE \$495.00

By Daniel S. Potter
 (Daniel S. Potter, General Manager)

Subscribed and sworn to before me this 2 day of September, 2005

Kristina M. Blumer
 (Kristina M. Blumer, Notary Public)
 My Commission Expires June 8, 2006



KRISTINA M. BLUMER
 Boone County
 My Commission Expires
 June 8, 2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

28th day of July 20 05

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

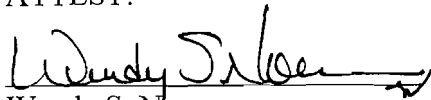
Now on this day the County Commission of the County of Boone does hereby appoint Jared S. Coberly (Missouri Township) to the Boone County Senior Board for an interim term to expire on May 5, 2007.

Done this 28th day of July, 2005.

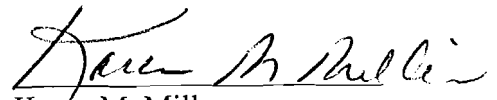


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Keith Schnarre, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

Appointment - INTERIM Expiring 5/05/2007 306-2005

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Senior Board Term: 7/11/2005

Current Township: Missouri Today's Date: 7/11/2005

Name: Jared S Coberly

Home Address: 4312 S Pinebrook Ln Zip Code: 65203

Business Address: _____ Zip Code: _____

Home Phone: (573) 446-4008 Work Phone: (573) 875-5093 ext. 3012
Fax: _____ E-mail: ed2brute@coberly.org

Qualifications: An interest in senior issues such as availability of public transportation, accessibility of community events and functions to senior citizens, outreach to seniors who do not take advantage of services, education of seniors regarding end-of-life issues, education for families caring for the elderly, promotion of wellness programs, etc.

Past Community Service: Service through the United Methodist Church: Board of Directors, Wesley Foundation (campus ministry for Stephens™ College, Columbia College, and the University of Missouri), 2004 CE present; Worship committee chairman, Fairview United Methodist Church, Columbia, MO, 2004; Staff-parish relations committee, Fairview United Methodist Church, Columbia, MO, 2003; volunteer for various community activities such as the Show-Me State games.

References: Mike Will - (573) 449-4325; Nick Campbell - (573) 445-5391

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Mon - July 20th
✓ 8:15 - KS
✓ 8:30 - SE
✓ 8:45 - KMM

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311