

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 2<sup>nd</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Joel F. Schnarre to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 8.78, more or less, located at 9651 E Hwy CC, Centralia.

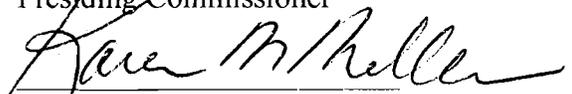
Done this 2<sup>nd</sup> day of July, 2012.

ATTEST:

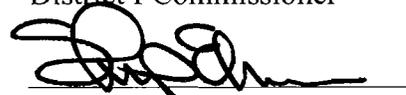
Wendy S. Noren cc  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 12

County of Boone

In the County Commission of said county, on the

2<sup>nd</sup>

day of

July

20 12

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Debra Diller for a permit for an Equine Boarding Facility and adopt the attached Findings of Fact and Conclusions of Law relative to a conditional use permit on 13.1 acres, located at 5950 N. Boothe Ln., Rocheport. The permit is issued with the following conditions:

- a) The structures utilized by this use be brought into compliance with Boone County's building code and the fire code to the satisfaction of the Director of Resource Management and the Boone County Fire Protection District.
  - Structure to be left open except for the side enclosed by stables
  - Structure may only be used in compliance with the Utility Use Group and imposed conditional use permit conditions.
- b) Limited to 10 horses, including owner's horses.
  - Any horse present on the property for more than three continuous days shall be deemed a boarded horse and count towards the 10 horse limit.
- c) Operating hours 7:30 AM to 9:00 PM.
- d) Manure and other waste material shall be disposed of in an appropriate manner so as to create no impact to adjacent properties.
- e) Access drive at least 18' wide to allow two vehicles to pass.
  - Access drive improvements to extend 50' past tract driveway.
  - All improvements are at applicant's expense unless other users agree to share in the cost.
  - Driving surface to be treated with magnesium chloride in order to control dust on an annual basis at the applicant's expense.
  - Magnesium chloride dust control to be applied from the intersection of the driveway with Boothe Lane a minimum distance of 528' (.10 mile) to the east.
- f) Provide off street parking for 5 vehicles.
  - Off street parking and interior driveway to be dust free.
- g) Portable toilet to be on site.
- h) Any lighting is to be directed inward and downward.
- i) No third-party rental of the facility

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 2<sup>nd</sup> day of July 20 12

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

- j) No parties.
- k) Plant and maintain two rows of red cedar trees or other suitable evergreens on each side of the under roof riding facility to break up silhouette of the building.
  - Trees are to be no more than 30 feet apart.
  - Trees are to have a minimum diameter of 3 inches at grade.
  - Planting to be completed by Nov. 1, 2012.
- l) Revised access and maintenance easement submitted prior to operation.
  - Revised access and maintenance easement to be recorded at applicant's expense with the Boone County Recorder of Deeds.
- m) Amplified sound system not permitted.
- n) No horse trailers stored on site.

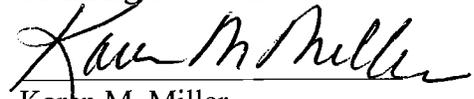
Done this 2<sup>nd</sup> day of July, 2012.

ATTEST:

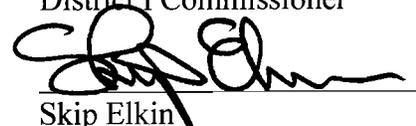
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## BEFORE THE BOONE COUNTY COMMISSION

**In re: DEBRA DILLER  
CUP for an Equine Boarding Facility  
on 13.1 Acres located at 5950 N  
Boothe Lane, Columbia**

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

NOW ON THIS 2 day of July, 2012, subject to the conditions of approval, the Boone County Commission enters these Findings of Fact and Conclusions of Law.

The Commission conducted hearings on this matter on May 1, 2012. The Commission also had a work session with the applicant on May 21, 2012, where the applicant requested that the requested use be downgraded to an equine boarding facility, with no training activities and no camps to take place on the property. The record before the Commission includes the application and attachments, the minutes of the Planning and Zoning Commission on the hearing(s) related to this application, the zoning ordinances and subdivision regulations of Boone County, the submissions by the applicant, the submissions by other interested parties, the materials and recommendations provided by staff and the testimony received at the public hearings.

On this record, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, in that:
  - a). **Conditions placed on the request will ensure that the proposed use will not be detrimental to or endanger the public health, safety, comfort or general welfare.**
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, in that:
  - a). **Conditions placed upon the request will ensure that property owners in the immediate vicinity will be able to fully utilize their property for uses allowed in the Boone County Zoning Regulations.**
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, in that:
  - a). **Conditions placed upon the request will ensure that the value of existing properties in the neighborhood is not impaired.**
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, in that:

**a). The applicant will provide a portable restroom for public use during the times that the facility is open. Other public facilities are adequate for the proposed use at the scale proposed and with the imposed conditions.**

5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, in that:

**a). The majority of lots in the surrounding area are already developed. If operated in compliance with the proposed limitations and conditions placed upon it, the conditional use permit will not impede development of the surrounding properties.**

6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, in that:

**a). The access to the facility is a private driveway that intersects with a public road which is of sufficient width and maintenance that the limited traffic generated by the site will be easily accommodated provided the facility is operated within the constraints of the permit.**

The Commission, by authorizing issuance of the conditional use permit hereunder, concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

The Commission, therefore, issues the Conditional Use Permit for an Equine Boarding Facility with the following conditions:

- a) The structures utilized by this use be brought into compliance with Boone County's building code and the fire code to the satisfaction of the Director of Resource Management and the Boone County Fire Protection District.**
  - Structure to be left open except for the side enclosed by stables
  - Structure may only be used in compliance with the Utility Use Group and imposed conditional use permit conditions.
- b) Limited to 10 horses, including owner's horses.**
  - Any horse present on the property for more than three continuous days shall be deemed a boarded horse and count towards the 10 horse limit.
- c) Operating hours 7:30 AM to 9:00 PM.**
- d) Manure and other waste material shall be disposed of in an appropriate manner so as to create no impact to adjacent properties.**
- e) Access drive at least 18' wide to allow two vehicles to pass.**
  - Access drive improvements to extend 50' past tract driveway.

- All improvements are at applicant's expense unless other users agree to share in the cost.
  - Driving surface to be treated with magnesium chloride in order to control dust on an annual basis at the applicant's expense.
  - Magnesium chloride dust control to be applied from the intersection of the driveway with Boothe Lane a minimum distance of 528' (.10 mile) to the east.
- f) Provide off street parking for 5 vehicles.
- Off street parking and interior driveway to be dust free.
- g) Portable toilet to be on site.
- h) Any lighting is to be directed inward and downward.
- i) No third-party rental of the facility.
- j) No parties.
- k) Plant and maintain two rows of red cedar trees or other suitable evergreens on each side of the under roof riding facility to break up silhouette of the building.
- Trees are to be no more than 30 feet apart.
  - Trees are to have a minimum diameter of 3 inches at grade.
  - Planting to be completed by Nov. 1, 2012.
- l) Revised access and maintenance easement submitted prior to operation.
- Revised access and maintenance easement to be recorded at applicant's expense with the Boone County Recorder of Deeds.
- m) Amplified sound system not permitted.
- n) No horse trailers stored on site.

SO ORDERED THIS 2nd DAY OF JULY 2012.

BOONE COUNTY COMMISSION

By:

  
Daniel K. Atwill, Presiding Commissioner

Attest:

  
Wendy S. Noren, Boone County Clerk

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

                      
 July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 2<sup>nd</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby accept the 2013 Deputy Sheriff Salary Supplementation grant funds from the Department of Public Safety, in the amount of \$82,878.87.

Done this 2<sup>nd</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

June 25, 2012

Captain Chad Martin  
Boone County, Sheriff's Office  
2121 County Drive  
Columbia, Missouri 65202

Re: 2013 Deputy Sheriff Salary Supplementation Fund (DSSSF) Program  
**2013-DSSSF-007**

Dear Captain Martin:

The status of the above referenced application under the 2013 Deputy Sheriff Salary Supplementation Fund (DSSSF) funding opportunity has changed from "Approved" to "Awarded". All necessary application revisions have been received and reviewed at this time.

Enclosed is one (1) Award of Contract and Certified Assurance document pertaining to your award. The Authorized Official and Project Director, as identified in your application, must sign each document. The signatures must be original – stamped signatures will not be accepted!

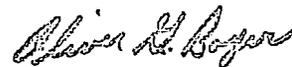
The signed Award of Contract document and Certified Assurance document must be received by the Missouri Department of Public Safety at the following address no later than **Tuesday, July 17, 2012**:

MO Department of Public Safety  
Attn: CJ/LE Section  
PO Box 749  
301 W. High Street, Room 870  
Jefferson City, MO 65102

All mail correspondence should be mailed to the attention of the CJ/LE Section. Please remember that your contract is not final until the Board Chair of the MoSMART Board signs it. A signed copy of the Award of Contract and a copy of the Certified Assurances document will be returned for your records.

If you have questions or are unable to meet the above referenced deadline due to absence of the signing persons or a lengthy approval process, please contact Eric Shepherd, Program Manager with the MO Department of Public Safety at (573) 751-5997 or Amy Lehman, Program Clerk with the MO Department of Public Safety at (573) 522-3455.

Sincerely,



Sheriff Oliver Glen Boyer  
MoSMART Board Chair

cc: File

Enclosures

**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)  
AWARD OF CONTRACT**

Contractor Name: <b>Boone County, Sheriff's Office</b>		
Contract Period: <b>7/1/2012 to 6/30/2013</b>	State Funds Awarded: <b>\$82878.87</b>	Contract Number: <b>2013-DSSSF-007</b>

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

  
Commissioner Daniel Atwill

\_\_\_\_\_  
Contractor Authorized Official Name

\_\_\_\_\_  
Contractor Authorized Official Signature

7/2/2012  
Date

Sheriff Dwayne Carey

\_\_\_\_\_  
Contractor Project Director Name

  
Contractor Project Director Signature

6-27-12  
Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the MOSMART Board Chair.

\_\_\_\_\_  
MOSMART Board Chair Signature

07/01/2012  
Date

## DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) 2013 CERTIFIED ASSURANCES

<b>Contractor:</b>	<b>Boone County, Sheriff's Office</b>
<b>Contract Number:</b>	<b>2013-DSSSF-007</b>

The Contractor hereby assures and certifies compliance with all the following certified assurances:

1. The Contractor assures that it shall comply with the applicable provisions of the 2013 DSSSF Solicitation and other applicable state statutes or regulations.
2. The Contractor understands the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) is the awarding body of the DSSSF program funds and the Missouri Department of Public Safety (MO DPS) provides technical assistance in the form of financial and monitoring oversight.
3. The Contractor understands applications for the 2013 DSSSF program funds were submitted on paper but that all correspondence and reports will be managed via the online WebGrants grants management system maintained by the Missouri Department of Public Safety. These correspondence and reports shall include, but not be limited to, Claims, Status Reports, Contract Adjustments, Correspondence, Attachments, and other required documentation as required by the contract.
4. **Availability of Funds:** The Contractor understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.
5. **Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed from the DSSSF award. These monies may not be utilized to pay debts incurred by other activities. The Contractor agrees to obligate funds no later than the last day of the contract period.
6. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the MoSMART Board and/or Missouri Department of Public Safety. No additional funding shall be awarded to a Contractor but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment in the online WebGrants grants management system, which can be accessed at <https://dpsgrants.dps.mo.gov>.
7. **Validity of Costs:** The Contractor understands in the event a position is determined to be unauthorized or ineligible based on the review criteria set by the MoSMART Board or the program guidelines in general, or if it is determined supplanting is an issue with a position(s), the Contractor understands it must return funds dispersed on behalf of the unauthorized, ineligible, or supplanted position under the said contract.
8. **Reporting Requirements:** The Contractor agrees to complete and submit any reports required for this program, to include, but not limited to: monthly Claim reports to request reimbursement of supplemental salary and fringe benefits and a semi-annual Status Reports to provide data and feedback. Failure to submit reports by the deadline dates may result in delay for reimbursement requests.
9. **Monitoring:** The Contractor agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Contractor assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Contractor assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

10. **Non-Supplanting:** The Contractor assures that state DSSSF grant funds made available under this contract will not be used to supplant other state or local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
11. **Audit:** The Contractor agrees to comply with the guidelines set forth by the Missouri Department of Public Safety regarding audit requirements, which states: "if an organization expends \$250,000 or more in state funds in the organization's year, the organization shall have an organization-wide, independently performed audit". The audit should be in accordance with "Government Auditing Standards" covering financial audits. Audits shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years. A copy of such audit or financial statement must be forwarded to the Missouri Department of Public Safety.
12. **Unlawful Employment Practices:** The Contractor assures compliance with section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
13. **Discrimination in Public Accommodations:** The Contractor assures compliance with section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
14. **Employment of Unauthorized Aliens:** Pursuant to section 285.530.1 RSMo, the Contractor assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550 RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

15. **Peace Officer Certification:** the Contractor assures that its law enforcement agency is in full compliance with Sections 590.100 to 590.180, RSMo relating to peace officer certification. Section 590.180 RSMo, subsection 2 requires that, "*Any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 or who is otherwise in violation of any provision of section 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety, or criminal justice purposes.*"
16. **UCR/Racial Profiling Reports:** the Contractor assures that its law enforcement agency is in full compliance with the provisions of section 43.505 RSMo relating to uniform crime reporting and section 590.650 RSMo relating to racial profiling.
17. **Federal Seizure Audit:** the Contractor assures that its law enforcement agency is in compliance with the provisions of section 513.653 RSMo regarding the need to acquire an independent audit of federal seizures and the proceeds received therefrom. The Contractor also agrees to forward a copy of such to the Missouri Department of Public Safety and the Missouri State Auditor's Office.
18. **Custodial Interrogations:** the Contractor assures that its law enforcement agency is in full compliance with the provisions of section 590.700 RSMo relating to the adoption of a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

19. **DWI Law:** the Contractor assures that its law enforcement agency is in full compliance with the provisions of section 577.005 RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503 RSMo.
20. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the MoSMART Board Chair.
21. **Enforceability:** If a Contractor fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state laws.
22. **Fund Availability:** It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
23. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the MoSMART Board or Missouri Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the MoSMART Board and Missouri Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the MoSMART Board or Missouri Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the MoSMART Board and Missouri Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the MoSMART Board and Missouri Department of Public Safety will result in the forfeiture of such a renewal option.
24. **Termination of Award:** The MoSMART Board and Missouri Department of Public Safety reserve the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the MoSMART Board, or Missouri Department of Public Safety become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

**The Applicant Authorized Official and Applicant Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.**

Commissioner Daniel Atwill



Contractor Authorized Official Name

Contractor Authorized Official Signature

Date

7/2/2012

Sheriff Dwayne Carey

Contractor Project Director Name

Contractor Project Director Signature

Date



6-27-12

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 2<sup>nd</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of State of Missouri cooperative contract C112055004 – 2013 Ford Police Interceptor Sedan with Joe Machens Ford. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the surplus disposal of a totaled 2011 Crown Victoria patrol car, fixed asset tag #17802 is approved by giving it to the insurance company.

Done this 2<sup>nd</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
 Karen M. Miller

District I Commissioner

Skip Elkin  
 Skip Elkin

District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

---

## MEMORANDUM

COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: June 15, 2012  
RE: Cooperative Contract: *C112055004 – 2013 Ford Police Interceptor Sedan*

Purchasing and the Sheriff Department request permission to utilize the State of Missouri cooperative contract *C112055004* to purchase a 2013 Ford Police Interceptor Sedan AWD with EcoBoost engine from Joe Machens Ford of Columbia, Missouri.

Total cost of vehicle is \$26,923.00 and will be paid from department 1195 – Insurance Activity, account 92400 – Replacement Auto / Trucks. This is to replace the totaled Crown Victoria.

The Sheriff's department is requesting permission to dispose of the totaled 2011 Crown Victoria patrol car, vin # 2FABP7BV5BX177045, fixed asset tag 17802. The insurance company will be picking up the vehicle and title.

cc: Contract File  
Chad Martin, Leasa Quick / Sheriff Dept.  
Susan Wells/Shannon Leigers, Clerk

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

6 - 14 - 2012

EFFECTIVE DATE

FOR AUDITORS USE

Department					Account					Department Name	Account Name	(Use whole \$ amounts)	
												Transfer From	Transfer To
												Decrease	Increase
1	1	9	5		0	3	9	4	5	Insurance Claim Act.	Insurance proceeds		40,500
1	1	2	3		8	6	8	0	0	Emergency Funds	Emergency	13,187	
1	1	9	5		9	2	4	0	0	Insurance Claim Act.	Replacement Veh.		49,542
1	1	9	5		7	1	0	1	6	Insurance ded	Insurance ded.		2,000
1	1	9	5		9	1	3	0	0	Insurance Claim Act.	Mach. & Equip.		2,145

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): To cover cost of replacement vehicles and vehicle specific equipment for two cars totaled in accidents (one of the vehicles totaled was a Crown Vic, since they are no longer being made we are replacing with a Ford Police Interceptor Sedan which requires some different equipment - some existing police equipment will be transferred and used in the new vehicle).

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
 If not, please explain (use an attachment if necessary):

COPY

Original to Auditor

Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 6-13-2012

FIXED ASSET TAG NUMBER: 17802

DESCRIPTION: 2011 Ford Crown Victoria patrol car, VIN/2FABP7BV5BX177045

RECEIVED

JUN 14 2012

REQUESTED MEANS OF DISPOSAL: Insurance company is picking it up

BOONE COUNTY AUDITOR

OTHER INFORMATION: Totaled in a crash

CONDITION OF ASSET: Total loss per insurance company

REASON FOR DISPOSITION: Insurance company paid out a total loss on vehicle and took possession of it

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

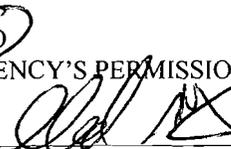
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: n/a

WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO   
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff

1251

SIGNATURE



### AUDITOR

ORIGINAL PURCHASE DATE 10/5/2011

RECEIPT INTO 2901-3835

ORIGINAL COST 22,792.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2787

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_ TRADE \_\_\_ AUCTION \_\_\_ SEALED BIDS

\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 324-2012

DATE APPROVED 7/2/2012

SIGNATURE 

**PURCHASE AGREEMENT  
FOR  
FORD POLICE INTERCEPTOR SEDANS - MODEL YEAR 2013**

**THIS AGREEMENT** dated the 2 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Ford Police Interceptor Sedans: Model Year 2013** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number **C112055004**. All such documents shall constitute the contract documents which are 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, this Purchase Agreement and the State of Missouri Contract number **C112055004** shall prevail and control over the vendor's bid response.

2. **Purchase** – The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) of the following:

2013 Ford Police Interceptor Sedan AWD with EcoBoost engine	\$25,796.00
• Add Item 43E – Fleet Keyed alike – code 1435X	\$50.00
• Add Item 035 – Dealer Prep	\$600.00
• Add Item 47J – Steering wheel switches	\$126.00
• Add Item RW – Cloth front / vinyl rear seats	(\$52.00)
• Delete Item 17I – carpeted floors (vinyl only)	(\$107.00)
• Add Item 18G – rear handles / locks inop	\$35.00
• Add Item 67D – rear window switches inop	\$25.00
• Add Item 63P – hidden door lock plunger	\$155.00
• Add Item 76R – Reverse Sensing	\$295.00
• TOTAL	\$26,923.00

Color: Medium Titanium Metallic

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 120 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County

agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. **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.

**JOE MACHENS FORD**

**BOONE COUNTY, MISSOURI**

by *Kelly Sells*  
title *Fleet Manager*

by: Boone County Commission  
*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

*J. Blaine*  
County Counselor

*Wendy S. Noren*  
Wendy S. Noren, County Clerk

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

1195 / 92400 - \$26,923.00

Signature	Date	Appropriation Account
-----------	------	-----------------------

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the

2<sup>nd</sup>

day of July

20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to dispose of a Whelen LED Light Bar, asset tag 16973. The Sheriff's Department will be trading this equipment for credit at Professional Sound and Lighting.

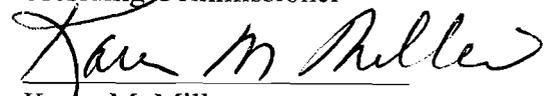
Done this 2<sup>nd</sup> day of July, 2012

ATTEST:

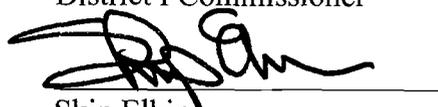
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: June 27, 2012  
RE: Request for Disposal: Sheriff Department Whelen LED Light Bar Asset #16973

The Sheriff Department and Purchasing request permission to dispose of a Whelen LED light bar asset #16973 by trade for credit to Professional Sound and Lighting. Asset #16973 was purchased for the Breath Alcohol Testing van that will be disposed of in order to help pay for the cost of a newer Breath Alcohol Testing van. Boone County is not able to dispose of this equipment to the public because it is law enforcement emergency equipment. Professional Sound and Lighting will be doing installation and modification to the new Breath Alcohol Testing van. They will credit the County a total of \$600 toward the work on the new van as trade for the light bar. Both Breath Alcohol Testing vehicles were funded by MoDOT Grants and a memo is attached from that agency that supports this disposal method.

ATT: Please see the attached Department Memo and MoDOT Memo.

cc: Chad Martin, Sheriff Dept.



**BOONE COUNTY SHERIFF'S DEPARTMENT**  
2121 County Drive, Columbia, MO 65202  
573/875-1111 Fax 573/874-8953

---

MEMORANDUM

**COPY**

DATE: June 23, 2012  
TO: Auditor, Purchasing and Commission  
FROM: Captain Chad Martin  
SUBJECT: Disposal of asset # 16973

Fixed asset #16973 is a Whelen LED light bar that was purchased with grant funds (MoDOT Highway Safety) a few years ago for our current BAT Van. MoDOT has provided us with money to purchase and outfit a newer van and dispose of the current one, along with this light bar. The accompanying letter from MoDOT outlines the permission to complete this project and to use the fixed asset sale revenue to supplement the new van purchase and outfitting.

Since this light bar is a piece of law enforcement emergency equipment we are not able to sell it to the general public. Our contracted installer is a Whelen dealer and has agreed to take this light bar in on trade for credit toward labor involved in this project. They have agreed to give us \$600 credit which our research tells us is a very fair amount. Since they are a dealer of this equipment we feel this is the best method for disposal and the credit will be much needed toward this project.

Thank you,

A handwritten signature in black ink, appearing to read "Chad Martin", with a stylized flourish at the end.

Captain Chad Martin

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6-20-2012

FIXED ASSET TAG NUMBER: 16973

DESCRIPTION: Whelen Freedom LED light bar

REQUESTED MEANS OF DISPOSAL: Trade in to Professional Sound and Lighting (PSL) for credit on this project

OTHER INFORMATION: Law enforcement emergency equipment can't be sold to the general public. We are trading it back in to a Whelen dealer for credit.

CONDITION OF ASSET: good

REASON FOR DISPOSITION: Selling current BAT van and the new van will not need this equipment

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: n/a -- will be delivered to PSL.

WAS ASSET PURCHASED WITH GRANT FUNDING?  YES  NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff

SIGNATURE: 

**AUDITOR**

ORIGINAL PURCHASE DATE \_\_\_\_\_ RECEIPT INTO \_\_\_\_\_

ORIGINAL COST \_\_\_\_\_ GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE \_\_\_\_\_ GRANT NAME \_\_\_\_\_

ASSET GROUP \_\_\_\_\_ % FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_ DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE \_\_\_\_\_ AUCTION \_\_\_\_\_ SEALED BIDS \_\_\_\_\_

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 325-2012

DATE APPROVED 7/2/2012

SIGNATURE 

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 2<sup>nd</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Minutes during the II Quarter beginning on 4/02/2012 through 6/30/2012.

Done this 2<sup>nd</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner