

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the November Adjourned

Term. 20 02

In the County Commission of said county, on the

17th

day of

December

20 02

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

Now on this day, the County Commission of the County of Boone does hereby award bid 66-12NOV02 for Law Enforcement Uniforms and Equipment as follows:

Leon Uniform Company

- Item 4.11.1 – Long Sleeve Shirts
- 4.11.2 – Short Sleeve Shirts
- 4.11.3 – Ties
- 4.11.5 – Waterproof Duty Jacket
- 4.11.6. – Long Sleeved Polo Shirts
- 4.11.7. – Short Sleeved Polo Shirts
- 4.11.8. – Corrections Trousers
- 4.11.9. – Short Field Jacket
- 4.12.1. to 4.12.8 – Patches and Badges

J. B. Battle Uniform

- Item 4.11.4. – Trousers

Law Enforcement

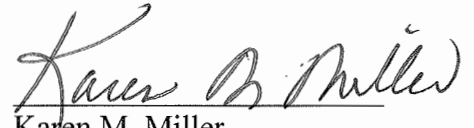
- Item 4.11.3 – Turtle neck Shirts
- 4.11.10 – Winter Hat
- 4.11.11. – Summer Hat
- 4.11.12. – Reversible Raincoat

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

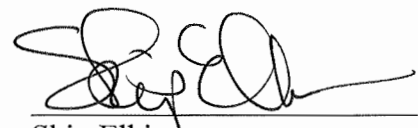
Done this 17th day of December, 2002.



Don Stamper
Presiding Commissioner

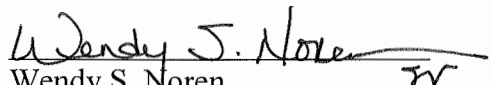


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Marlene Ridgway
Buyer



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

535-2002

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: 66-12NOV02 – Law Enforcement Uniforms and Equipment
DATE: December 10, 2002

The Sheriff's Department and I have reviewed the responses received and recommend the following:

Leon Uniform Company

- Item 4.11.1 – Long Sleeve Shirts
- 4.11.2 – Short Sleeve Shirts
- 4.11.3 – Ties
- 4.11.5 – Waterproof Duty Jacket
- 4.11.6. – Long Sleeved Polo Shirts
- 4.11.7. – Short Sleeved Polo Shirts
- 4.11.8. – Corrections Trousers
- 4.11.9. – Short Field Jacket
- 4.12.1. to 4.12.8 – Patches and Badges

Note: National Emblem, Inc and Walter F Stephens were low bid on items in Section 4.12. but the cost savings would only amount to \$105.00. Also, Red the Uniform Tailor was low bid on items 4.11.6 an 4.11.7. by only \$1,026. We recommend for cost savings of contract administration to award these items to Leon Uniform Company.

J. B. Battle Uniform

- Item 4.11.4. – Trousers

Law Enforcement

- Item 4.11.3 – Turtle neck Shirts
- 4.11.10 – Winter Hat
- 4.11.11. – Summer Hat
- 4.11.12. – Reversible Raincoat

This is a term and supply contract, hence no purchase orders are required. The bid tabulation is attached for your reference.

Bid Tabulation

66-12NOV02 - Law Enforcement Uniform and Equipment Term and Supply

Sect.			National Emblem, Inc.	Walter F. Stephens, JR.,	L	Uniform Company	J.B. Battle Uniform	Red The Uniform Tailor,	Law Enforcement				
4.7	Delivery at receipt of order		35-40 days	4-6 weeks		1-45 days	120 days	No Response	30-60 days				
4.9	co-op?		yes	yes		yes	no	yes	no				
Description		Qty.	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	
4.11	CLOTHING												
4.11.1	Lng. Slvd. Shirts	Men's sizes 60		NB		NB	\$ 33.95	\$ 2,037.00	NB	\$ 38.80	\$ 2,328.00	\$ 35.00	\$2,100.00
		Women's sizes 20		NB		NB	\$ 33.95	\$ 679.00	NB	\$ 38.80	\$ 776.00	\$ 35.00	\$ 700.00
		Oversize Chg./size > XXL		NB		NB	\$37.50, & over 3XL = \$40.75		NB	3XL = \$46.36		\$	1.10
4.11.2	Short Sleeve Shirts	Men's sizes 60		NB		NB	\$ 30.95	\$ 1,857.00	NB	\$ 35.16	\$ 2,109.60	\$ 32.00	\$1,920.00
		Women's sizes 20		NB		NB	\$ 30.95	\$ 619.00	NB	\$ 35.16	\$ 703.20	\$ 32.00	\$ 640.00
		Oversize Chg./size > XXL		NB		NB	\$33.95 & over 3XL = \$37.25		NB	3XL = \$41.95		\$	1.10
4.11.3	Clip on ties	Regular size 80		NB		NB	\$ 2.75	\$ 220.00	NB	\$ 3.95	\$ 316.00	\$ 3.50	\$ 280.00
		Extra Long 20		NB		NB	\$ 2.85	\$ 57.00	NB	\$ 3.95	\$ 79.00	\$ 3.75	\$ 75.00
4.11.3	Turtle neck shirt	Regular size 90		NB		NB	\$ 16.50	\$ 1,485.00	NB	\$ 18.06	\$ 1,625.40	\$ 15.50	\$1,395.00
		Oversize Chg. 90		NB		NB	\$18.25 & over 4XL = \$19.75		NB	3 XL = \$21.67		\$	2.00
4.11.4	Trousers	Men's sizes 109		NB		NB		NB	\$ 82.95	\$ 9,041.55	\$ 86.75	\$ 9,455.75	NB
		Women's sizes 109		NB		NB		NB	\$ 82.95	\$ 9,041.55	\$ 86.75	\$ 9,455.75	NB
		Oversize Chg.		NB		NB		NB	no charge		NB		NB
4.11.5	Waterproof Duty Jacket	Standard size 20		NB		NB	\$ 217.95	\$ 4,359.00	NB	\$ 230.60	\$ 4,612.00	\$ 250.00	\$5,000.00
		Oversize Chg.		NB		NB	\$250.50 & over 3XL = \$262.50		NB	3XL = \$276.52		\$	25.00
4.11.6	Long Sleeved Polo Shirts	Regular size 70		NB		NB	\$ 35.00	\$ 2,450.00	NB	\$ 24.60	\$ 1,722.00		NB
		Oversize Chg.		NB		NB	\$ 38.50	\$ -	NB	3XL = \$25.60			NB
4.11.7	Short Sleeved Polo Shirts	Regular size 70		NB		NB	\$ 28.00	\$ 1,960.00	NB	\$ 23.60	\$ 1,652.00		NB
		Oversize Chg.		NB		NB	\$ 31.00	\$ -	NB	3XL = \$24.60			NB
4.11.8	Trousers	Regular size 70		NB		NB	\$ 47.95	\$ 3,356.50	NB	\$ 54.20	\$ 3,794.00		NB
		Oversize Chg.		NB		NB	\$52.75 & over 3XL = \$57.50		NB	\$ 54.20			NB
4.11.9	Short Field Jacket	Regular size 20		NB		NB	\$ 182.50	\$ 3,650.00	NB	\$ 203.10	\$ 4,062.00	\$ 190.00	\$3,800.00
		Oversize Chg.		NB		NB	\$200.00 & over 3XL = \$220.00		NB	3XL = \$243.72		\$	25.00
4.11.10	Winter Hat	20		NB		NB		NB	NB	\$ 86.55	\$ 1,731.00	\$ 76.50	\$1,530.00
4.11.11	Summer Hat	20		NB		NB		NB	NB	\$ 59.95	\$ 1,199.00	\$ 52.75	\$1,055.00
4.11.12	Reversible Raincoat	Regular size 20		NB		NB		NB	NB	\$ 106.05	\$ 2,121.00	\$ 94.95	\$1,899.00
		Oversize Chg. 20		NB		NB		NB	NB	3XL = \$127.26		\$	10.00
4.8	Accessories												
4.12.1	Patches	1000	\$ 0.74	\$ 740.00		NB	\$0.75	\$ 750.00	NB	\$0.89	\$ 890.00	\$1.00	\$1,000.00
	Price for ordering over 1,000		\$ 0.72			NB	\$0.70	\$ -	NB	\$0.89	\$ -	\$0.90	
4.12.2	Patches - Corrections Division	500	\$ 0.76	\$ 380.00		NB	\$0.85	\$ 425.00	NB	\$0.89	\$ 445.00	\$1.00	\$ 500.00
	Price for ordering over 1,000		\$ 0.74			NB	\$0.80	\$ -	NB	\$0.89	\$ -	\$0.90	
4.12.3	Collar Brass Blackington	20		NB	\$ 11.90	\$ 238.00	\$10.95	\$ 219.00	NB	\$12.20	\$ 244.00	\$18.00	\$ 360.00
4.12.4	Badges Blackington	10		NB	\$ 45.75	\$ 457.50	\$47.25	\$ 472.50	NB	\$55.50	\$ 555.00	\$55.00	\$ 550.00
4.12.5	Wallet Badge	10		NB	\$ 45.75	\$ 457.50	\$47.25	\$ 472.50	NB	\$55.50	\$ 555.00	\$55.00	\$ 550.00
4.12.6	Hat Badge Blackington	10		NB	\$ 16.70	\$ 167.00	\$18.75	\$ 187.50	NB	\$21.00	\$ 210.00	\$19.95	\$ 199.50
4.12.7	Whistle Chains	36		NB		NB	\$3.95	\$ 142.20	NB	\$5.90	\$ 212.40	\$7.95	\$ 286.20
4.12.8	Hand cuff case	20		NB		NB	\$8.95	\$ 179.00	NB	\$9.80	\$ 196.00	\$8.95	\$ 179.00

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT UNIFORMS AND EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the 17th day of December 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and J. B. Battle Uniform Company, 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 Law Enforcement Uniforms and Equipment Term and Supply, County of Boone Request for Bid for Law Enforcement Uniforms and Equipment Term and Supply, bid number 66-12NOV02 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated November 8, 2002 and executed by Dick R. Battle 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, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2003 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County items 4.11.4. - Trousers. These items are to be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above within 120 days from the date of order and in compliance with the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff'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.

6. **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.

7. **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.

8. **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.

J. B. BATTLE UNIFORM COMPANY

by Dick R. Battle
title President
PO Box 82459
address OKla City Ok, 73148
[Signature]

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Don Stamper, Presiding Commissioner

ATTEST:

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

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

Term & Supply - No Encumbrance Required 12/12/02 KF 1251-23300 Term/Supply
Signature _____ Date _____ Appropriation _____
Account _____

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209

Columbia, MO 65201

(573) 886-4394

Fax (573) 886-4390

Email: dcrutchfield@boonecountymo.org

November 12, 2003

Mr. Randy Battle
J.B. Battle Uniform Company
PO Box 82459
Oklahoma City, OK 73148

COPY

RE: MM31 66-12NOV02 – Law Enforcement Uniforms and Equipment Term & Supply

Dear Mr. Battle:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 31, 2003, you agree to renew the contract under the same terms and conditions as the original contract. This contract renewal date will cover through December 31, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Captain Beverly Braun
Auditor
Bid File
Clerk's File

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

November 30, 2004

Dick Battle
J.B. Battle Uniform Company
P.O. Box 82459
Oklahoma City, OK 73148

RE: MM31 66-12NOV02 – Law Enforcement Uniforms and Equipment Tern & Supply

Dear Mr. Battle:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 5, 2004, you agree to renew the contract under the same terms and conditions as the original contract. This contract renewal period will cover through December 31, 2005.

The contracted prices are the same as in the Original Contract for the following items:

4.11.4. – Trousers

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Sheriffs Department
Bid File
Clerk's File
Auditor

 **COPY**

535-2002

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT UNIFORMS AND EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the 17th day of December 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Law Enforcement Equipment, 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 Law Enforcement Uniforms and Equipment Term and Supply, County of Boone Request for Bid for Law Enforcement Uniforms and Equipment Term and Supply, bid number 66-12NOV02 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated November 11, 2002 and executed by Kevin Sykes 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, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2003 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County items 4.11.3 – Turtle neck Shirts; 4.11.10 – Winter Hat; 4.11.11. – Summer Hat; 4.11.12. – Reversible Raincoat. These items are to be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above within 60 days from the date of order and in compliance with the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff'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.

6. **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.

7. **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.

8. **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.

LAW ENFORCEMENT EQUIPMENT

by Kenn^o Ake
 title Bid Contracting Officer
 address 2520 Summit
Kansas City MO 64108

APPROVED AS TO FORM:

[Signature]
 County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
 Don Stamper, Presiding Commissioner

ATTEST:

[Signature]
 Wendy S. Noren, County Clerk *sr*

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

Term & Supply - No Encumbrance Required 12/12/02 KF 1251-23300 Term/Supply
 Signature _____ Date _____ Appropriation _____
 Account _____

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201

(573) 886-4394

Fax (573) 886-4390

Email: dcrutchfield@boonecountymo.org

November 5, 2003

Mr. Kevin Sykes
Law Enforcement Equipment
2520 Summit
Kansas City, MO 64108

RE: MM31 66-12NOV02 – Law Enforcement Uniforms and Equipment Term & Supply

Dear Mr. Sykes:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated November 04, 2003, you agree to renew the contract under the same terms and conditions as the original contract with the exceptions noted in your returned letter of intent. This reflects the 4% increase over last year's prices. The price increase for line item 4.11.11. Winter hats at the cost of \$79.56 and Line item 4.11.12. Summer hats at \$54.86 each. This contract renewal date will cover through December 31, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Captain Beverly Braun
Auditor
Bid File
Clerk's File

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

October 19, 2004

Howard Roper
Leon Uniform Company, Inc.
142 Hanley Industrial Ct.
St Louis, MO 63144-1515



RE: MM31 66-12NOV02 – Law Enforcement Uniforms and Equipment Tern & Supply

Dear Mr. Roper:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 5, 2004, you agree to renew the contract under the same terms and conditions as the original contract, which you indicated in your returned letter of intent. This contract period will cover January 1, 2005 through December 31, 2005

The contracted prices are the same as in the Original Contract for the following items:

- 4.11.1. – Long Sleeve Shirts
- 4.11.2. – Short Sleeve Shirts
- 4.11.3. – Ties
- 4.11.5. – Water Proof Duty Jacket
- 4.11.6. – Long Sleeve Polo Shirts
- 4.11.7. - Short Sleeve Polo Shirts
- 4.11.8. – Corrections Trousers
- 4.11.9. – Short Field Jacket
- 4.12.1. – Through 4.12.8. Patches and Badges

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Sheriffs Department
Bid File
Clerk's File
Auditor

535-2002

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT UNIFORMS AND EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the 17th day of December 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Leon Uniform, Inc., 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 Law Enforcement Uniforms and Equipment Term and Supply, County of Boone Request for Bid for Law Enforcement Uniforms and Equipment Term and Supply, bid number 66-12NOV02 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated November 8, 2002 and executed by Howard Roper 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, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2003 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County items 4.11.1. - Long Sleeve Shirts; 4.11.2 - Short Sleeve Shirts; 4.11.3 - Ties; 4.11.5 - Waterproof Duty Jacket; 4.11.6. - Long Sleeved Polo Shirts; 4.11.7. - Short Sleeved Polo Shirts; 4.11.8. - Corrections Trousers; 4.11.9. - Short Field Jacket; and 4.12.1. through 4.12.8 - Patches and Badges. These items are to be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above within 45 days from the date of order and in compliance with the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff'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.

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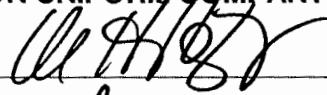
7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

8. 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.

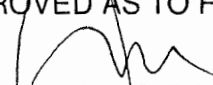
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

LEON UNIFORM COMPANY, INC.


by 
title VP
address 4125 MANCHESTER AVE.

ST. LOUIS, MO 63110

APPROVED AS TO FORM:


County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

Don Stamper, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk W

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

<u>Term & Supply - No Encumbrance Required</u>	<u>12/12/02</u>	<u>KF</u>	1251-23300 Term/Supply
Signature	Date		Appropriation
Account			

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209

Columbia, MO 65201

(573) 886-4394

Fax (573) 886-4390

Email: dcrutchfield@boonecountymo.org

November 4, 2003

Mr. Howard Roper
Leon Uniform Company, Inc.
4125 Manchester Avenue
St. Louis, MO 63110

RE: ~~MM1~~ 66-12NOV02 – Law Enforcement Uniforms and Equipment Term & Supply

Dear Mr. Roper:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 31, 2003, you agree to renew the contract under the same terms and conditions as the original contract. This contract renewal date will cover through December 31, 2004.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Captain Beverly Braun
 Auditor
 Bid File
 Clerk's File

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

October 14, 2004

Kevin Sykes
Law Enforcement Equipment Company
2520 Summit
Kansas City, MO 64108

RE: MM31 66-12NOV02 – Law Enforcement Uniforms and Equipment Term & Supply

Dear Mr. Sykes:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 5, 2004, you agree to renew the contract under the same terms and conditions as the original contract, which you indicated in your returned letter of intent. This contract period will cover January 1, 2005 through December 31, 2005

The contracted prices for the next term are as follows

4.11.3. – Regulation Turtleneck Shirt	\$15.50 Ea.
4.11.10. – Stratton Winter Felt Hat	\$79.56 Ea.
4.11.11. – Stratton Summer Straw Hat	\$54.86 Ea.
4.11.12. – Reversible Raincoat – Pro-Tuff RW167	\$94.95 Ea.
Horace Small Pants (all sizes)	\$33.95 Ea.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Sheriffs Department
 Bid File
 Clerk's File
 Auditor

535-2002

**PURCHASE AGREEMENT
FOR
LAW ENFORCEMENT UNIFORMS AND EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the 1 day of FEB 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Red The Uniform Tailor, Inc.**, 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 **Law Enforcement Uniforms and Equipment Term and Supply**, County of Boone Request for Bid for Law Enforcement Uniforms and Equipment Term and Supply, bid number **66-12NOV02**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, the Contractor's bid response dated November 6, 2002 and executed by Patricia Klein on behalf of the Contractor as well as the County letter dated January 12, 2005. 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, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through December 31, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one additional year period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase/Service - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County items 4.11.10. - Stratton Winter Felt Uniform Hat; 4.11.11 - Stratton Summer Straw Uniform Hat; 4.11.12 - Reversible Raincoat - Pro-Tuff RW167; 4.11.12 - Reversible Raincoat - Pro-Tuff RW167, Size XL. These items shall be supplied as listed in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver items described above in compliance with the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff'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.

6. 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.

7. **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.

8. **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.

RED THE UNIFORM TAILOR, INC.

by Bruce [Signature]

title VP. Public Safety Div.

address 475 Oberlin Ave.

Lakewood, NJ 08735
08701

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
~~Keith Schmarre, Presiding Commissioner~~
SKIP ELKIN, ACTING PRESIDING COMMISSIONER

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u>Term & Supply - No Encumbrance Required</u>	<u>1251-23300 Term/Supply</u>
Signature	Appropriation Account
<u>11/21/05</u>	
Date	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the November Adjourned

Term. 20 02

County of Boone

In the County Commission of said county, on the

17th

day of

December

20 02

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

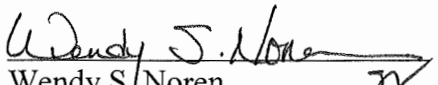
Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the following documents:

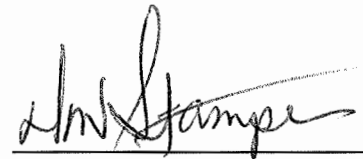
- Requisition for Partial Payment of Annual Contributions
- Estimate of Total Required Annual Contributions
- Disclosure of Lobbying Activities
- Certification of Payments to Influence Federal Transactions


Said documents are for Section 8 HUD FY2004 budget.

Done this 17th day of December, 2002.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Don Stamper
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

536-2002



Central Missouri Counties' Human Development Corporation

A Community Action Agency
807-B N. PROVIDENCE ROAD
COLUMBIA, MO 65203
(FAX) 573-875-2689 • (TDD) 573-874-6993
573-443-8706

Michael Forck
President

David L. Thayer
Executive Director

CMCHDC
Community
Service
Centers:

AUDRAIN COUNTY

December 11, 2002

716 E. Breckenridge
Mexico, MO 65265
573-581-3238
Fax 573-581-3449

BOONE COUNTY

Don Stamper
Boone County Commission
801 E. Walnut Street
Columbia, Missouri 65201

807-A N. Providence Road
Columbia, MO 65203
573-443-8731
573-874-6993 (TDD)
Fax 573-499-9918

CALLAWAY COUNTY

Dear Mr. Stamper:

600 Collier Lane
Fulton, MO 65251
573-642-3316
Fax 573-592-0977

Enclosed you will find a copy of the Estimate of Total Required Annual Contributions, form HUD-52673 and the Requisition for Partial Payment of Annual Contributions, form HUD-52663, for MO198VO 024-061. This is the FY04 budget and requisition for payments for the voucher program, effective April 1, 2003.

COLE COUNTY

230 W. Dunklin
Jefferson City, MO 65101
573-635-4480
Fax 573-635-4480

COOPER COUNTY

Two Additional forms that require your signature are Form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements and Standard Form SF-LLL, Disclosure of Lobbying, per enclosed Notice PIH 98-59.

323 Main St.
Boonville, MO 65233
660-882-5601
Fax 660-882-5602

HOWARD COUNTY

The forms must be signed in **blue** ink.

207 N. Main
Fayette, MO 65248
660-248-3503
Fax 660-248-3915

I have arranged, with the County Clerk's Office, for Anita Sanderson and myself to appear before the Commission December 12th at 1:30 P.M.

MONITEAU COUNTY

Yours truly,

Municipal Building Room #3
102 E. Versailles
California, MO 65018
573-796-3238
Fax 573-796-8338

Barbara Johnson
Accountant

OSAGE COUNTY

Kuster Bldg., Main St.
P.O. Box 228
Linn, MO 65051
573-897-3523
Fax 573-897-3168

CMCHDC Programs:

Information & Referral • Head Start • Weatherization • Rental Assistance
Foster Grandparents • Employment & Training • Emergency Services • Utility Assistance • Family Development Services
Community Housing Development Organization

CMCHDC provides services on a non-discriminatory basis

**Suggested Format for
Requisition for Partial
Payment of Annual Contributions
Section 8 Housing Assistance Payments Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 12/31/2002)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collection displays a valid OMB control number. Authority for this collection of information is the Housing and Community Development Act of 1987. Housing Agencies (HAs) required to maintain financial reports in accordance with accepted accounting standards too permit timely and effective audits. The financial records identify the amount of annual contributions that are received and disbursed by HAs. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Date of Requisition (mm/dd/yyyy) 12/10/2002		2. No. of Months in 1st FY		4. Public Housing Agency (HA) (Name and Address) BOONE COUNTY PHA 807 B NORTH PROVIDENCE ROAD COLUMBIA, MO 65203		
3. Project Number M 0 1 9 8 V 0 0 2 4 0 6 1						
5. Housing Program Type (Mark one) <input type="checkbox"/> (a) Moderate Rehabilitation <input checked="" type="checkbox"/> (c) Rental Vouchers <input type="checkbox"/> (b) Rental Certificates				6. HA Fiscal Year Ending Date (Mark one box and complete year) <input checked="" type="checkbox"/> March 31, <input type="checkbox"/> June 30, <input type="checkbox"/> September 30, <input type="checkbox"/> December 31, (YYYY) 2004		
7. Number of Units Under Lease to Eligible Families as of Date of Requisition	8. Average Monthly Housing Assistance Payment Per Unit as of Date of Requisition	9. Estimated Number of Units to be Under Lease at End of Requested Year 401	10. Unit Months Under Lease Year to Date	11. Average Monthly Housing Assistance Payment Per Unit Year to Date		

	Funds Required for Requested Year
12. Preliminary Administrative and General Expense	
13. Estimated Housing Assistance Payments (Account 4715)	1,262,856
14. Estimated Ongoing Administrative Fee	197,659
15. Estimated Hard-to-House Fee (Existing Housing Certificates and Housing Vouchers Only)	9,300
16. Independent Public Accountant Audit Costs (Section 8 Only)	3,143
17. Total Funds Required to End of Requested Year (Sum of Lines 12 through 16)	1,472,958
18. Payments Previously Approved for the Fiscal Year (applicable only to revised requisition)	0
19. Adjustment to Requisition (Difference of Line 17 and Line 18. Do not use brackets)	0
20. Total Payment Requirement For Requested Year (Line 18 plus or minus adjustment on Line 19 if revised requisition. Total must equal Line 17)	1,472,958

21. Paid in Equal Installments (Original Requisition Only) Paid in Unequal Installments

22. Installment	1	2	3	4	5	6
HA Total	122,752	122,746	122,746	122,746	122,746	122,746
HUD Revision						
Installment	7	8	9	10	11	12
HA Total	122,746	122,746	122,746	122,746	122,746	122,746
HUD Revision						

23a. Total (HA) \$ 1,472,958	23b. Total (HUD) \$	24. Revised Monthly Installments Begin Month Of: APRIL 2003
---------------------------------	------------------------	--

I certify that (1) housing assistance payments have been or will be made only in accordance with Housing Assistance Payments Contracts or Housing Voucher contracts in the form prescribed by HUD and in accordance with HUD regulations and requirements; (2) units have been inspected by the HA in accordance with HUD regulations and requirements; and (3) this requisition for annual contributions has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Title of Authorized HA Official <i>STAMP</i> DON STAMPER, PRESIDING COMMISSIONER	Title of Authorized HUD Approving Official
Signature <i>Don Stamper</i>	Signature
Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

Estimate of Total Required Annual Contributions

Section 8 Housing Assistance Payments Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 12/31/2002)

Public reporting burden for this collection of information is estimated to average 1.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collection displays a valid OMB control number. Authority for this collection of information is the Housing and Community Development Act of 1987. Housing Agencies (HAs) required to maintain financial reports in accordance with accepted accounting standards to permit timely and effective audits. The financial records identify the amount of annual contributions that are received and disbursed by HAs. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Public Housing Agency (Name and Address) BOONE COUNTY PHA 807 B NORTH PROVIDENCE ROAD COLUMBIA, MO 65203	2. Project No. <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:12.5%;">M</td><td style="width:12.5%;">O</td><td style="width:12.5%;">1</td><td style="width:12.5%;">9</td><td style="width:12.5%;">8</td><td style="width:12.5%;">V</td><td style="width:12.5%;">O</td><td style="width:12.5%;">0</td><td style="width:12.5%;">2</td><td style="width:12.5%;">4</td><td style="width:12.5%;">0</td><td style="width:12.5%;">6</td><td style="width:12.5%;">1</td> </tr> </table> 3. Submission <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No. 	M	O	1	9	8	V	O	0	2	4	0	6	1
M	O	1	9	8	V	O	0	2	4	0	6	1		

4. Annual Contributions Contract No. KC-5091	5. HUD Field Office 1222 SPRUCE, ST LOUIS	6. HUD Regional Office 2345 GRAND, KANSAS CITY	7. No. Dwelling Units 401	8. No. Units Months 4,812
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9. Housing Program Type (Mark One)
 (a) New Construction (b) Substantial Rehabilitation (c) Moderate Rehabilitation (d) Existing Housing Certificates (e) Housing Vouchers

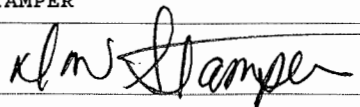
10. PHA Fiscal Year Ending Date (Mark one and complete year)
 (a) March 31, (b) June 30, (c) September 30, (d) December 31, YYYY 2004

I. Maximum Annual Contributions	PHA Estimate (Housing Vouchers Only)			HUD Approved (Housing Vouchers Only)		
	Housing Payments	PHA Fee	PHA Estimate Total	Housing Payments	PHA Fee	HUD Approved Total
11. Maximum Annual Contributions Commitment			434,289			
12. Prorata Maximum Annual Contributions Applicable to a Period in Excess of 12 Months			1,063,574			
13. Maximum Annual Contributions for Fiscal Year (Line 11 plus Line 12)			1,497,863			
14. Project Account—Estimated or Actual Balance at Beginning of Requested Fiscal Year			1,856,319			
15. Total Annual Contributions Available—Estimated or Actual (Line 13 plus Line 14)			3,354,182			

ii. Maximum Annual Contributions	PHA Estimate (Housing Vouchers Only)		PHA Estimate Total	HUD Approved (Housing Vouchers Only)		HUD Approved Total
	Housing Payments	PHA Fee		Housing Payments	PHA Fee	
16. Estimated Annual Housing Assistance Payments (form HUD-52672, Line 15)			1,262,856			
17. Estimated Ongoing Administrative Fee (form HUD-52672, Line 18)			197,659			
18. Estimated Hard-to-House Fee (form HUD-52672, Line 19)			9,300			
19. Estimated Independent Public Accountant Audit Costs			3,143			
20. Estimated Preliminary Administrative and General Expense (form HUD-52672, Lines 27 and 36)						
21. Carryover of Preliminary Administrative and General Expense not Expended in the Previous FY Ending ()						
22. Estimated Non-Expendable Equipment Expense (form HUD-52672, Line 32)						
23. Carryover of Non-Expendable Equipment Expense not Expended in the Previous FY Ending ()						
24. Total Annual Contributions Required—Requested Fiscal Year (Lines 16 through 23)			1,472,958			
25. Deficit at End of Current Fiscal Year—Estimated or Actual						
26. Total Annual Contributions Required (Line 24 plus Line 25)			1,472,958			
27. Estimated Project Account Balance at End of Requested Fiscal Year (Line 15 minus Line 26)			1,881,224			
28. Provision for Project Account Requested Fiscal Year Increase (decrease) (Line 27 minus Line 14)			24,905			

III. Annual Contributions Approved

29. Total Annual Contributions Approved/Requested Fiscal Year (Line 26 plus increase, if any, on Line 28)			1,497,863			
30. Source of Total Contributions Approved/Requested Fiscal Year: (a) Requested Fiscal Year Maximum Annual Contributions Commitment (Line 13 or Line 29, whichever is smaller)			1,497,863			
(b) Project Account (Line 29 minus Line 30(a))			0			

Name of PHA Approving Official DON STAMPER		Name of Approving HUD Field Office Official	
Signature 		Signature	
Title PRESIDING COMMISSIONER	Date (mm/dd/yyyy)	Title	Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> A a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> C a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> B a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <u>2002</u> quarter _____ date of last report <u>7/18/2002</u>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: BOONE COUNTY PHA 807 B NORTH PROVIDENCE ROAD COLUMBIA, MO 65203 Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	7. Federal Program Name/Description: CFDA Number, if applicable: <u>14.871</u>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>DON STAMPER</u> Title: <u>PRESIDING COMMISSIONER</u> Telephone No.: <u>573-443-8706</u> Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

BOONE COUNTY PHA

Program/Activity Receiving Federal Grant Funding

SECTION 8 HOUSING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

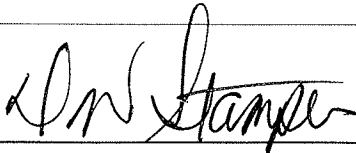
Name of Authorized Official

DON STAMPER

Title

PRESIDING COMMISSIONER

Signature



Date (mm/dd/yyyy)

12-17-02

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-5000

OFFICE OF THE ASSISTANT SECRETARY
FOR PUBLIC AND INDIAN HOUSING

RECEIVED DEC 18 1998

Special Attention:
Secretary Representatives
State and Area Coordinators
Directors, Office of Public Housing
Director, Financial Management Center
(FMC), Public Housing Agencies
Administering Section 8 Programs

NOTICE PIH 98-59 (HA)

Issued: 12/3/98
Expires: 12/31/99

Subject: Byrd Amendment Requirement for Anti-Lobbying
Certification

1. **Purpose:** This Notice provides guidance to Public Housing Agencies regarding the submission of the Form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements, as required by the Byrd Amendment.

2. **Background:** Prior to the issuance of the new revised Consolidated Annual Contributions Contracts (CACCs), which were transmitted under Notice PIH 98-21, housing agencies (HAs) were required to submit Form HUD-50071 with their CACC whenever the HA executed an amendment to the CACC to add budget authority for increments exceeding \$100,000. However, the new revised CACC issued on April 7, 1998, eliminates the need for HUD to prepare a CACC on Form HUD-52520 for execution by the HA each time new or renewal funding increments are added after the revised CACC has been executed by the HA.

3. **Revised Submission Requirements:** Henceforth, if an HA receives funds exceeding \$100,000 in budget authority, in any HA fiscal year the HA is required to submit form HUD-50071, Certification for Contracts, Grants, Loan and Cooperative Agreements, certifying that the HA has not and will not make any prohibited payment from federally appropriated funds. In addition, the HA is required to submit Standard Form(SF)-LLL, Disclosure of Lobbying Activities, disclosing any payment made, or agreement to make a payment, with other than federally appropriated funds for influencing or attempting to influence executive or legislative branch personnel in connection with new or renewal funding.

PH:Distribution: R-3-1(PIH), R-6, R-7, 138-3



The forms must be submitted with each annual budget submission, which ensures that the requirement is met. HAs will not be permitted to draw on new renewal or incremental funding increments for the Section 8 programs until the Certifications are received by HUD.

4. **Contact:** Questions should be addressed to Mary C. Conway, Director, Section 8 Finance Division.



Assistant Secretary for Public
and Indian Housing

Attachment

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the November Adjourned

Term. 20 02

In the County Commission of said county, on the

17th

day of

December

20 02

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

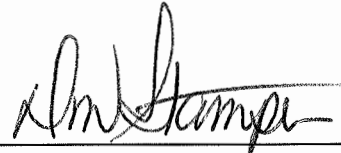
Now on this day, the County Commission of the County of Boone does hereby approve the following Variance Request of Mr. Bill Regan of Regan's Riverhill Gardens, LLC.

To allow the southern driveway of the property to be installed 120 feet from another drive, rather than the 150' required by Boone County Specifications.

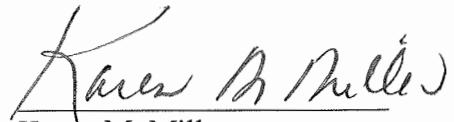
Done this 17th day of December, 2002.

ATTEST:

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



Don Stamper
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the November Adjourned Term. 20 02

In the County Commission of said county, on the 17th day of December 20 02

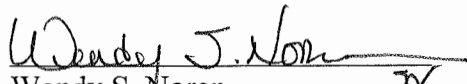
the following, among other proceedings, were had, viz:

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:

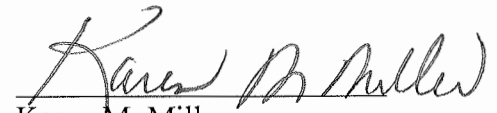
- Order Enacting Code of Health Regulations for Boone County, MO, and
- Order for Public Notice.

Done this 17th day of December, 2002.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Don Stamper
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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

In Re: Codification of)	December Session
Boone County)	November Adjourned
Health Regulations)	Term 2002
)	Commission Order No. <u>538-2002</u>

**ORDER ENACTING CODE OF
HEALTH REGULATIONS FOR BOONE COUNTY, MISSOURI**

NOW on this 17th day of December, 2002, the County Commission of Boone County, Missouri met in regular session and entered the following order enacting the Code of Health Regulations for Boone County, Missouri, as follows:

IT IS ORDERED that the Code of Health Regulations for Boone County, Missouri, be enacted, the text of which is attached hereto and incorporated by reference, and


IT IS FURTHER ORDERED that the foregoing 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 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.

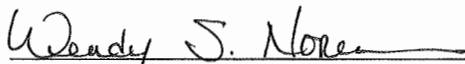
WITNESS the signatures and seal of the Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk FR

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

In Re: Codification of)	December Session
Boone County)	November Adjourned
Health Regulations)	Term 2002
)	Commission Order No. <u>538-2002</u>

ORDER FOR PUBLIC NOTICE

On the 17th day of December 2002, the County Commission for Boone County, Missouri, met in regular session and entered the following order in regard to the enactment 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 the Code of Health Regulations for Boone County, Missouri, adopted on the 17th day of December, 2002, by order of this Commission and that the general public is hereby notified that such regulations 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:

Ann Stamps
Presiding Commissioner

ATTEST:

Wendy J. Nowe
County Clerk *W*

Insertions:

CHAPTER I

GENERAL PROVISIONS AND ADMINISTRATION

- 1.1 **Name of Code and Purpose:** There is hereby adopted a Code of Health Regulations, to be known as the Boone County Code of Health Regulations, which may be referred to as “the Code” or “Code,” and shall be comprised of all of the health regulations of Boone County, Missouri. The Code shall be organized into chapters, sections, subsections and parts thereof under a suitable system of codification adopted, approved and from time-to-time revised by or under the direction of the County Clerk of the County.
- 1.2 **Authority:** The Code and the regulations adopted thereunder are enacted under the general authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. Supp. 1989 as enacted by S.B. 68 of the 85th General Assembly, and any other special authority applicable under the Revised Statutes of Missouri as now and hereafter in effect.
- 1.3 **Definitions:** Terms used in this Code shall have the plain meaning used in general dictionaries as applicable in the context of the sentence, paragraph, section or subsection that is applicable. Special terms may be defined in each chapter of the Code as necessary and the special meaning of defined terms shall be applicable and control unless the context indicates otherwise.
- 1.4 **Administration and Enforcement:** The provisions of this Code shall be administered as follows:
- 1.4.1 **Health Director and Officials, Appointment and Duties** -The provisions of this Code 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 Code for the purpose of assisting the Health Director in administering or enforcing the provisions of this Code. All such appointments shall be subject to the discretionary review and approval of the Boone County Commission.

1.4.2 Interference with Health Officials and Employees Prohibited - No person shall knowingly interfere with any person appointed under the provisions of this Code in the performance of his or her official duties as prescribed by this Code or as provided by state law.

1.4.3 User Fees - The County Commission may by order from time-to-time establish or ratify the establishment or imposition of reasonable fees recommended by the Health Director or determined by the Health Director to be reasonably necessary in order to pay for any costs incurred in carrying out the administration and enforcement of the Code, however, the establishment or imposition of such fees shall not deny personal health services to those individuals who are unable to pay such fees or impede the prevention or control of communicable disease. Fees generated shall be deposited in the county treasury. All fees generated under the provisions of this Code shall be used to support the public health activities for which they were generated.

1.5 Interpretation and Severability: The regulations enacted in this Code are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder

shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. These regulations also shall be liberally and harmoniously construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

- 1.6 **Jurisdiction:** Unless and except as otherwise specifically provided in a chapter of this Code dealing with a particular aspect of public health, the regulations contained in this Code shall be applicable to all unincorporated areas within Boone County, Missouri.
- 1.7 **Penalties and Remedies** - Any person who violates any requirement or provision of this Code shall be deemed guilty of a misdemeanor and shall be punished as provided section 192.300, RSMo, or as otherwise provided by law. Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as principal, agent or accessory, shall be guilty of such unlawful act, and every person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty. Every day any violation of any regulation of this Code shall continue shall constitute a separate offense unless otherwise specifically provided herein. The penal remedy provided herein shall not be exclusive and the Health Director or any health official may seek and obtain any other relief provided for in equity or at law.
- 1.8 **Repeal of Regulations** - The repeal of any regulation or part of any regulation shall not affect any act done or right accrued or established in any proceeding, action, suit or prosecution had or commenced prior to the time when such repeal shall take effect, but

every such act, right or proceeding shall remain and continue as valid and effectual as if such repeal has not taken place. No offense committed, and no fine, forfeiture or penalty incurred previous to the time when the repeal of any regulation shall take effect, shall be affected, released or in any way discharged by such repeal, but the trial, conviction and punishment of all such offenses and the recovery of all such fines, forfeitures and penalties shall be had in all respects as if such repeal had not taken place. No action, prosecution, suit or proceeding pending at the time the repeal of any regulation or part of an regulation shall take effect shall be affected by such repeal. Each such action, prosecution, suit or proceeding as set out in the preceding paragraph shall be continued and prosecuted to a final determination, or judgment or execution, as if such repeal had not taken place.

1.9 **Headings, Titles, and Catchlines** - The headings, titles and catchlines of the several chapters and sections of this Code are intended as mere summary descriptions to indicate the contents of the chapter, section, or subsection, and shall not be deemed or taken to be headings, titles, or catchlines imparting special meaning to such chapters, sections, or subsections, nor to be a part of the chapter, section, or subsection, nor, unless expressly so provided, shall they be so deemed when any of such chapters or sections or subsection, including the headings, titles and catchlines, are amended or reenacted.

1.10 **Maintenance of Code** - The original and supplements to this Code shall be prepared and printed whenever authorized or directed by the County Clerk and the Code shall be maintained by the County Clerk or such persons or officers as the County Commission may otherwise direct from time-to-time by order of the Commission. A supplement to the

Code shall include all substantive permanent and general parts of regulations passed by the County Commission during the period covered by the supplement and all changes made thereby in the Code. The pages of a supplement shall be so numbered that they will fit properly into the Code and will, where necessary, replace pages which have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the Code will be current through the date of the adoption of the latest regulations included in the supplement. In preparing a supplement to this Code, all portions of the Code which have been repealed shall be excluded from the Code by the omission thereof from reprinted pages. When preparing a supplement to this Code, the County Clerk or other person or officer designated as provided herein may make formal, nonsubstantive changes in regulations and parts of regulations included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, but not by way of limitation, the County Clerk or other designated person or officer may: may publish the Code in printed form and in electronic media; organize the Code and provide appropriate headings, titles, and catchlines for the chapters, sections, subsections and other parts of the Code; prepare tables of contents, indexes, appendices, covers, and other publication features in original electronic or printed form and in supplement; make changes in such headings, titles and catchlines; assign appropriate numbers to sections and other subdivisions to be inserted in the Code and, where necessary to accommodate new material, change existing section or other subsection or part numbers; change the words "this regulation" or words of the same meaning to "this chapter, " "this section, " "this subsection, " etc., as the case may be, or to "sections

_____ to _____ (inserting section numbers to indicate the sections of the Code which embody the substantive sections of the regulations incorporated into the Code); and make other nonsubstantive changes necessary to preserve the original meaning of regulation chapters and sections inserted into the Code; but in no case shall the County Clerk or other designated person or officer make any change in the meaning or effect of regulation material included in the supplement or already embodied in the Code.

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 poisonous reptile.
- 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 **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.

2.3.7 **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.

2.3.8 **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.

2.3.9 **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.

2.3.10 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.

2.3.11 Vicious 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 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 to review any appeal concerning a claim that a dog is vicious or at the request of the Health Director. 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 Dogs - The following procedure shall be applicable for classifying a dog as vicious:

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 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 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 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 dog under these regulations.

2.4.2.1.2 Vicious 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, then the Health Director may issue a declaration that a specific dog is classified as a vicious 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 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

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 certified 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 Dog Declarations - Any owner or possessor of a dog declared a vicious 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 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 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 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 is in fact and in law a vicious 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 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 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. Any further appeals thereafter shall be as provided by law.

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

2.4.2.2.1 Vicious Dog Permit - No person shall own or possess a vicious dog without an annual permit issued by the Health Director. Any person owning or possessing a vicious dog shall obtain and maintain a permit authorizing the possession and ownership of for such dog within 10 business days of the Health Director declaring such dog to be vicious. Any appeal of the Health Director's declaration of a dog to be vicious shall not affect the requirement for an annual permit or requirements for management and control of vicious 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 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 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 Confinement - All vicious dogs shall be securely confined within a building or in a securely enclosed and locked kennel within 30 calendar days of the Health Director's declaration that the dog is vicious regardless of any appeal therefrom unless the Health Director extends the time for compliance for good cause shown. Any dog declared to be vicious 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 in which a vicious dog is confined at all times; the refusal of any owner or possessor of a vicious dog to permit an animal control officer to inspect a building or kennel in which a vicious is confined for compliance with these regulations shall be grounds for impoundment of such dog. In addition, any dog declared to be vicious 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.

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 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. Such dogs shall not be leashed to inanimate objects such as trees, posts, or buildings. 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. All vicious 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 by the Health Director or 7 days after hearing thereon if timely request for hearing has been, whichever occurs later; no additional appeal of a vicious dog declaration shall be grounds for delay in implanting a microchip in a vicious dog except the Health Director may extend the time for implanting a microchip for good cause shown.

2.4.2.2.6 Vicious 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"

2.4.2.3 Removal from the List of Vicious Dogs - The owner or possessor of a dog that has been declared vicious may petition the Health Director for a hearing

to reconsider vicious dog declaration 12 months or more after the initial declaration. 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 Dog Advisory Board. After hearing, the Health Director may declare the dog which is the subject of the hearing to no longer be vicious and exempt from permitting or deny reclassification of the vicious dog. 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 Dog - If a dog which has been declared vicious 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 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 - A vicious dog shall be ordered humanely destroyed by order of the Associate Circuit Court or Circuit Court if such court 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.

An order of destruction provided for in this section may be sought and obtained in an independent civil equitable proceeding or requested as relief as a part of any quasi-criminal or criminal proceeding applicable to a vicious dog or owner or possessor thereof. The owner or possessor of a vicious dog shall be liable for the expenses of impoundment, boarding and destruction as authorized by this chapter.

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 Possession of Ferrets Prohibited, Exceptions - No person shall own, possess or sell a ferret except those lawfully owned or possessed on or prior to the effective date of enactment of this chapter. the offspring of such ferrets may be owned or possessed until weaned and independent of essential maternal care.

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.

2.5 Dangerous Exotic Animal Registration, Exceptions - All dangerous exotic animals 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 the Health Director. The provisions of this subsection shall not apply to a properly maintained zoological park, circus, scientific or educational institution, research laboratory or veterinary hospital.

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 to the discretionary review and approval 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 as established by order of the Boone County Commission 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.

2.8 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 III

SMOKING IN GOVERNMENT BUILDINGS

- 3.1 **Purpose:** The regulations in this chapter are enacted for the purpose of regulating and eliminating public health hazards and nuisances caused by the use of smoking materials and products in County government buildings 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.
- 3.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo.
- 3.3 **Smoking in County Government Buildings Prohibited:** It shall be unlawful for any person to possess lighted smoking materials in any form including, but not limited to, the possession of lighted cigarettes, cigars, pipes, or other tobacco or spice or herbal smoking products, in any public building owned, leased, possessed, used or occupied, in whole or part, by the government of Boone County, Missouri.
- 3.4 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all geographic areas within Boone County, Missouri.

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 **Administrative Authority** - The administrative agency or agencies appointed by the Boone County Commission to administer these regulations or portions thereof.
- 4.3.2 **Board of Review** - A committee of five persons as further described in these regulations charged with determining requests for variances and appeals authorized by these regulations.
- 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 **Class I Sewage Treatment System** - A sewage treatment system meeting standard 40-1990 for Individual Aerobic Wastewater Treatment Plants published in 1990 by the National Sanitation Foundation (ANSI/NSF40-1990) made a part hereof by reference and which meets Class I effluent results prescribed by EPA Secondary Treatment Guidelines, Federal Register, Vol. 49, Sept. 20, 1987, Title 40-Protection of Environment Chapter 1 - EPA, Subchapter D, Water Programs, part 133, Secondary Treatment Information, Item 133.102 Secondary Treatment, made a part hereof by reference and both maintained on file in the Boone County Health Department, Boone County Planning and Building Inspection Dept. and Office of the Boone County Clerk.

4.3.7 **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.

4.3.8 **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 January 2, 1996, 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 January 2, 1996, 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)61 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 Administrative authority. 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 administrative authority; 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 administrative authority. 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 administrative authority shall review all permit applications initially for completeness; incomplete applications shall be returned to the applicant for completion. The administrative authority 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 administrative authority at its 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 Board of Review 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 administrative authority 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 representative of administrative authority 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 representative of the administrative authority 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 administrative authority and approved by such authority 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 administrative authority 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 administrative authority may grant such waiver orally upon oral request provided the request and waiver is documented on forms approved by the Administrative authority and signed by the permittee and a representative of the Administrative authority granting the waiver. Failure or refusal of the administrative

authority to grant an oral waiver shall not entitle the permittee to appeal such decision to the Board of Review.

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 administrative authority 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 the administrative authority 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 the administrative authority. 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 - The administrative authority may deny an on-site wastewater system permit for any of the reasons enumerated in sections 4.5.8.1 through 4.5.8.4. In the event the administrative authority 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 Board of Review stating the grounds in support of the request within thirty (30) days of the notification of denial. The ruling of the Board of Review 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 225 Feet of 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 225 feet of a sanitary sewer to which connection is practical and is permitted by the governmental agency or utility responsible for 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 225 feet of a sanitary sewer to which connection is practical. It shall be the responsibility of the person seeking a permit to investigate and demonstrate to the satisfaction of the Administrative Authority that no 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 - The administrative authority 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 the administrative authority'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 Board of Review by submitting a written notice

of appeal to the administrative authority 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 Board of Review upon a showing of good cause or with consent of the administrative authority. The Board of Review shall determine the appeal of any suspension or revocation as soon as reasonably practicable; the decision of the Board of Review shall be final and any further appeal or review shall be as prescribed by Chapter 536 RSMo.

- 4.6 **Board of Review:** The county commission shall appoint a review committee consisting of five members to be known as the Small On-Site Wastewater System Board of Review which shall review and determine applications for variances as authorized by these regulations and hear and determine appeals from administrative authority decisions as are authorized and prescribed by these regulations. The voting members of the Board of Review shall consist of a representative from the Boone County Planning & Building Inspection Department, a registered engineer or soil scientist, or in the event no such engineer or soil scientist is available, a person actively involved in the design or inspection of small on-site wastewater systems, and three citizens at large owning or possessing real estate containing a small on-site wastewater system. A member of the Boone County Health Department shall provide administrative support to the Board of Review and serve as a non-voting ex-officio member of the board. The governmental representative seat on the Board of Review shall be permanent. Persons occupying seats on the Board of Review shall be subject to removal from the Board by the Boone County Commission for misconduct or neglect of office. The nongovernmental members on the

Board of Review shall be appointed for staggered terms by the Boone County Commission with initial terms to cover one, two and three years as deemed appropriate by the County Commission and thereafter each successive term shall be for a period of three years. The Board of Review shall be entitled to establish rules of procedure and bylaws for the conduct of its business subject to review, modification and approval by the Boone County Commission.

4.6.1 General Variances - The Board of Review may grant variances from the strict application of these regulations in cases where a property owner or occupant would not 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 Board may impose such conditions on a variance as it deems 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.

4.6.2 Class I Sewage Treatment System Variances - The Board of Review may grant a variance for a Class I Sewage Treatment System as the term is defined in these regulations if the applicant for such variance establishes to the reasonable satisfaction of the Board of Review that a variance will be in compliance with applicable state

regulations for the grant of a variance, that the applicant meets one or more of the criteria for grant of such variance prescribed by these regulations and that the system will qualify for issuance of a construction permit for installation if a variance is granted. All Class I Sewage Treatment Systems shall be designed and installed under a standard which will maximize soil absorption and minimize surfacing of treated effluent under the unique conditions of the site at which the system will be located. The system for disposal of treated effluent from a Class I Sewage Treatment System shall be designed by, or reviewed, approved and certified under seal by a registered engineer. As a condition to issuance of a construction permit installation of a Class I Sewage Treatment System, the system shall be certified under seal by a registered engineer that the disposal system for treated effluent is designed particularly for the site of installation and operation to maximize soil absorption, minimize surfacing of treated effluent, and prevent discharge of treated effluent off the property upon which it is located.. No Class I Sewage Treatment System variance shall be granted without grant of an operating permit issued under such conditions established by the Board for operating such system including but not limited to conditions pertaining to periodic inspection or maintenance of the system and permit termination. No Class I Sewage Treatment System shall be operated without a valid operating permit in effect issued by the Board of Review; breach of any condition contained in an operating permit shall authorize the Board of Review to revoke an operating permit after notice of the violation to the permittee and opportunity to be heard. The issuance of a Class I Sewage Treatment System variance shall not authorize the permittee to discharge wastewater on property of another without a lawful right to do so

or otherwise impede any right or privilege of property ownership of persons not subject to the permit issued under authority of these regulations.

4.6.2.1 Class I Sewage Treatment System Variance Criteria - The Board of Review may grant a variance for a class I sewage treatment system if the applicant for such variance satisfies one or more of the following criteria:

4.6.2.1.1 Sinkhole Area - The property for which a class I sewage treatment system variance is sought is located in a sinkhole area as defined by the Zoning Regulations of Boone County, Missouri and a registered professional engineer certifies that use of any other surface or subsurface on-site wastewater treatment system is impracticable or would create a likelihood of a violation of one or more provisions of Chapter 701 RSMo.

4.6.2.1.2 Private Restrictions - The property for which a variance is sought is not suitable for use of a subsurface system based upon percolation test results and standards prescribed by these regulations when such tests are performed in accordance with these regulations and private covenants or land use restrictions established of record prior to a date these regulations were first enacted prohibit use of surface treatment systems.

4.6.2.1.3 Extraordinary Circumstances - The property for which a class I sewage treatment system variance is sought is not suitable for a subsurface treatment system based upon percolation test results and standards prescribed by these regulations when such tests are performed in

accordance with these regulations and due to lot size, configuration or other unique features, a surface treatment system is impracticable, or, when due to other extraordinary circumstances no other small on-site wastewater system will be as effective as a class I sewage treatment system and installation or construction of some other system would otherwise result in a reasonable probability of contamination of surface waters or ground water, or present a nuisance or health hazard to other persons, or would result in treated or untreated domestic sewage or human waste discharging off the property in an unsanitary condition.

- 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 administrative authority. 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 administrative authority.

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 administrative authority consisting of instruction on the application of these regulations. The administrative authority 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 administrative authority 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 administrative authority 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 administrative authority 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 administrative authority pertaining to the operation of small on-site wastewater systems and the application of these regulations to such systems. The Administrative authority 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 Administrative authority'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 administrative authority 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 administrative authority with all such written reports within 15 days after preparation unless the administrative authority requests a copy of any such report in writing within a shorter time.

4.7.6 Revocation of Certification - The administrative authority 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 administrative authority 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 the administrative authority may be appealed in writing to the Board of Review within ten (10) days after notice of revocation has been served upon the person whose certification is to be revoked. The Board of Review 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 Board of Review 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 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 the administrative authority. 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.

CHAPTER V

REGULATION AND LICENSING OF TATTOO ARTISTS AND DERMAGRAPHIC TECHNICIANS AND RELATED BUSINESSES

- 5.1 **Purpose** - The regulations in this chapter are enacted for the purpose of regulating and licensing tattoo artists and dermagraphic technicians and persons working for and under them as well as tattoo and dermagraphic technician businesses 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.
- 5.2 **Authority** - These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo.
- 5.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:
- 5.3.1 **Health Director or 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. As used in this chapter, the term Health Director or Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter.
- 5.3.2 **Operator** - A person who practices the art of tattooing or otherwise administers a tattoo or acts as a dermagraphic technician for compensation of any type.
- 5.3.3 **Patron** - A person who enters a tattoo establishment for the purpose of obtaining a tattoo or who is tattooed in any manner at tattoo establishment.

5.3.4 **Person** - "Person" shall mean any individual, firm or corporation, owner or operator of a tattooing establishment.

5.3.5 **Tattooing** - "Tattooing" shall mean any method of placing designs, letters, scrolls, figures, symbols or any other marks upon or under the skin with ink, natural pigments or colors, by the aid of needles or instruments.

5.3.6 **Tattooing Establishment** - Any place or facility where the art of tattooing is performed by an operator as defined in these regulations.

5.4 **Permit Required** - It shall be unlawful for any person owning, controlling or leasing, acting as agent for, conducting, managing or operating any tattooing establishment to practice the art of tattooing or to be an operator as the term is defined in these regulations or engage in the practice of tattooing without first applying for and receiving a permit from the director in the manner herein provided or for any such person to act as a tattoo operator or operate a tattooing establishment while such permit is under suspension or revocation.

5.5 **Permit Issuance** - Upon approval of an operator's application for a permit to engage in the practice of tattooing and after on-site inspection by the Health Director demonstrates that an applicant's tattoo establishment is in compliance with these regulations, the Health Director shall, upon payment of a license fee hereinafter provided, issue the permit to the designated permittee. Every person engaged in the business of conducting, managing or operating a tattooing establishment shall pay a permit user fee each year or for any portion of the year as established by order of the Boone County Commission, payable annually in advance to the Boone County Department of Health.

Upon approval of an application for a permit to engage in the practice of tattooing, the director shall, upon payment of a license fee hereinafter provided, issue the permit to the designated permittee. Every person engaged in the business of conducting, managing or operating a tattooing establishment shall pay a permit user fee each year or for any portion of the year as established by order of the Boone County Commission, payable annually in advance to the Boone County Department of Health. A permit for a tattooing establishment may be granted at any time during the year, but all permits issued hereunder shall expire on the thirty-first day of the next succeeding December. No permit shall be transferable or assignable. All permits and these regulations shall be posted at all times in a conspicuous place in the establishment.

- 5.6 **Permit Suspension and Revocation** - The Health Director may suspend a tattoo establishment permit for failure of the permittee to comply with the requirements of these regulations if the Health Director has issued notice of violation(s) specifying corrective action to be taken and prescribed a reasonable time for the permittee to remedy the violation(s) and the permittee fails to take timely corrective action as required. The Health Director also may suspend a permit immediately without issuance of notice of violation and opportunity to take corrective action if the Health Director finds that the violations of these regulations are an immediate and substantial threat to the public health or safety. A permit suspension shall continue until corrective actions are taken and the permit is reinstated or when corrective actions are not timely taken, for a reasonable time specified by the Health Director not to exceed 30 days unless the permittee's permit is revoked. The Health Director may revoke a permit if a permittee fails to take prompt

corrective action after permit suspension under these regulations, if the permittee continues to operate a tattoo establishment after permit suspension but before permit reinstatement, for repeated violations of these regulations regardless of whether corrective actions are taken, for violations of these regulations that require permit revocation, and for interference with the Health Director's performance of duties under these regulations. Any permittee whose permit issued under these regulations has been suspended or revoked may appeal the suspension or revocation and the Health Director shall grant such permittee hearing within five business days of suspension or revocation and provide the permittee notice of the hearing. Failure of permittee to timely appeal a permit suspension or revocation order after being notified of such order in person or by regular mail at the permittee's address shown in Health Director's records shall constitute a complete waiver of the right to appeal unless the Health Director allows untimely appeal for good cause shown. A hearing may be continued by the Health Director upon application for good cause shown. No permit suspension or revocation shall be stayed pending hearing except upon application of the permittee and a finding by the Health Director that the public health or safety will not be endangered by grant of a stay of suspension or revocation; the Health Director may establish conditions for issuance of a stay in permit suspension or revocation pending hearing as are necessary in the Health Director's judgment to protect the public health and safety. After hearing, the Health Director shall promptly render a decision in writing concerning the appeal and grant or deny relief as requested or modify the order of suspension or revocation as is reasonably appropriate under the circumstances. Any further appeal of the decision of the Health

Director shall be as provided under the requirements of chapter 536 RSMo.

5.6.1 Permit Reinstatement After Suspension - Any tattoo establishment operator whose permit has been suspended until corrective actions are taken may at any time make written application for the reinstatement of the permit. The Health Director shall reinspect a tattoo establishment under permit suspension within three business days after the health Director receives an application for permit reinstatement accompanied by a statement signed by the applicant to the effect that the violated provision(s) of these regulations have been corrected. If the Health Director finds satisfactory compliance after inspection, then the Health Director shall reinstate the permit unless the suspension is for failure to take timely corrective actions after notice of violation(s) or the Director finds that the corrective actions taken are inadequate to protect the public health or safety.

5.7 Tattoo Administration Requirements - Any person maintaining, conducting, operating or managing any tattooing establishment must comply with the following regulations with respect to the administration or application of tattoos:

5.7.1 Minimum Age Requirements - No tattoo may be administered to any person less than 18 years of age without parental consent. Where there is doubt about such age, the tattooist will obtain proof of age before the tattoo procedure is done.

5.7.2 Patron Notification - Before administering a tattoo, the patron must be advised that the tattoo should be considered permanent; that it can be removed only with a surgical procedure; and that any effective removal may leave permanent scarring and disfigurement. A written cautionary notice to that effect shall be furnished to and signed by the patron and retained on file at the establishment.

5.7.3 **Skin Condition** - The skin surface to be tattooed must be free of rash, pimples, infection or recent scar tissue. The patron must be in apparent good health, and the skin to be tattooed generally free of all appearances of pathological conditions. The skin should not appear jaundiced (yellowed).

5.7.4 **Patron Sobriety** - Tattoos may not be administered to any person under the influence of drugs or alcohol, and the tattooist is charged with the responsibility of making reasonable observation and inquiry to assure himself that the patron is, in fact, sober, and not under the influence of drugs or alcohol.

5.7.5 **New Tattoo Care Patron Instructions** - Written instructions, approved by the Director, regarding the proper care of the tattooed skin as a precaution against infections shall be provided to each patron following the tattoo procedure.

5.7.6 **Tattoo Removal Prohibited** - The regulations herein provided shall in no way be construed to allow nor permit the removal of any tattoo nor shall the tattoo operator perform or attempt to perform any procedure which is intended to remove any tattoo. Any attempt to perform a tattoo removal procedure by a tattoo operator known by the Director, shall result in the revocation of the tattoo operator's permit.

5.8 **Tattoo Establishment Premises** - Tattoo establishment premises shall be governed by the following regulations:

5.8.1 **Sanitation** - Premises and equipment must be maintained in a sanitary manner. This includes physical cleanliness as well as antiseptic precautions. Floors, walls and ceilings shall be clean and in good repair and maintained in a clean condition. All tables and chairs used in the tattooing process shall be constructed of a material allowing easy

and thorough cleaning and shall be maintained in a clean and sanitary condition. Adequate equipment and facilities shall be provided for the disposition of cigarette butts and other disposal items.

5.8.2 **Hygiene Facilities** - All tattoo establishments shall be equipped with hot and cold running water. Adequate toilet facilities with soap and towels properly installed and in compliance with applicable ordinances, rules and regulations of the county of Boone and State of Missouri shall be provided.

5.8.3 **Insects, Vermin and Litter** - The premises shall be kept clean and free of vermin at all times. There shall be no fly or mosquito breeding places or rodent harborage on the premises. Non-human animals shall not be allowed in the tattooing room. Litter under the control of the tattoo artist or operator shall not be permitted to accumulate on the premises.

5.8.4 **Lighting** - All tattoo establishments shall be well lit with not less than fifty (50) foot-candles in all cleaning and working areas.

5.8.5 **Ventilation** - All tattoo establishments shall have ventilation as required by applicable ordinances/rules and regulations of Boone County, Missouri.

5.8.6 **Size** - All tattoo establishments shall be of sufficient size to accommodate required equipment and business done therein.

5.8.7 **Inspection** - The Director shall be permitted access to all areas of the premises and records at any reasonable time.

5.9 **Equipment** - Tattoo operators shall comply with the following regulations with respect to equipment:

5.9.1 **Instruments** - Non-reusable items like needles, gauze, styptic pencils, etc., shall be treated as contaminated and be disposed of in appropriate isolation boxes in accordance with state and federal guidelines.

5.9.2 **Inks** - Individual cups of ink or colors shall be used for each patron and be discarded after use.

5.9.3 **Sanitation** - Needles and other instruments used in administering the tattoo, including hand pieces, needle bars, and razor blade holders must be thoroughly rinsed and sterilized after each use. All styptic pencils, gauze, gloves, etc., shall be used for one (1) patron only and disposed of after a single use.

5.9.4 **Sterilization** - Sterilization of equipment shall be done by steam pressure sterilization (autoclave), for a minimum of thirty (30) minutes at 270 degrees Fahrenheit followed by a drying time of not less than fifteen (15) minutes. To prepare for steam pressure sterilization, each needle shall be flushed with distilled water and left distinctly moist, just before the sterilization process is initiated. The tubes containing the needles should rest on their sides in the sterilizer to facilitate the air removal and steam contact to each tube and needle. When an autoclave procedure is used, indicator tape or other acceptable test method shall be used to check the effectiveness of sterilization. A daily log shall be kept of tests of equipment. Records of methods of sterilization together with temperature cycle for each sterilization process shall be kept on file for inspection by the Director. All instruments and needles shall be stored in a closed metal or glass container. All acetate tattoo stencils shall be cleaned with 70 percent isopropyl alcohol between customers or individual transfers of tattoo designs shall be used once and discarded. All

furniture or items splashed with blood or body fluid shall be cleaned with a bactericidal cleaner. All tubes, hoses, and reusable equipment shall be cleaned with soap and water or ultrasounded double wrapped in sterilizer paper or in peel pouches and appropriately sterilized.

5.10 **Operator and Aseptic Technique Requirements** - The following requirements shall be applicable to tattoo operators and use of aseptic techniques:

5.10.1 **Vaccinations** - Tattoo operators shall have received the Hepatitis B vaccine unless this requirement is waived by the Director for good cause shown.. The Health Department may make these vaccinations available to operators at cost.

5.10.2 **Foods, Beverages and Smoking Prohibited** - Neither the patron or tattoo operator shall consume or bring food or drink into the tattooing area and shall not smoke during the procedure or in the room(s) where the tattooing takes place.

5.10.3 **Diseases Prohibited** - The tattoo operator must be free from communicable disease while administering tattoos and present no pustular lesions of the hands or arms.

5.10.4 **Tattoo Administration Procedures and Reporting Requirements-** Immediately before administering a tattoo, the tattoo operator must thoroughly wash his/her hands in hot water with soap, using a short-bristled brush and then dry the hands with a disposable paper towel. The tattoo operator shall wear a clean and easily cleanable smock and latex/rubber single use disposable gloves while administering the tattoo procedure. The tattoo operator, while administering a tattoo, shall wear an effective hair restraint, must have clean fingernails and shall in general pay particular attention to his/her personal hygiene. The skin surrounding the area where the tattoo is to be placed

shall first be washed with a germicidal soap and then shaved with a disposable blade. Individual razor blades shall be used when customer is shaved and disposed of in an isolation container. During any phase of the tattoo procedure, should the tattoo operator be interrupted for other duties, i.e., answering phones, etc., the tattoo operator shall wash his/her hands as prescribed above before resuming the tattoo procedure. The tattoo shall be bandaged with a sterile non-stick type bandage when tattoo is finished. All infections resulting from the practice of tattooing shall be reported to the Director by the person owning or operating the tattooing establishment within five (5) business days. The operator shall advise the patron to seek appropriate medical treatment for the infection.

- 5.11 **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 for inclusion and the County Commission agrees to order their inclusion after public hearing thereon.

**CHAPTER VI
PUBLIC HEALTH HAZARDS AND NUISANCES**

6.1 **Purposes:** The regulations in this chapter are enacted for the purpose of regulating and eliminating public health hazards and 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 section 192.300 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 **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.

6.3.3 **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.

6.3.4 **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.

6.3.5 **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.

6.3.6 **Public Health Nuisance** - A condition in real estate creating a potential danger or hazard to human health if left unremedied due to the condition or due to the potential transmission of disease through insects, animals or other means of transmission or infection.

6.3.7 **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 nuisance upon such property.

6.3.8 **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 as defined above. 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 person who possesses or uses real

estate in the jurisdiction of these regulations to place, permit placement or maintain upon such real estate an accumulation of trash, garbage, or other refuse in a condition which constitutes a public health 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 Harborage:** 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 on any lot or ground 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 **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:

6.8.1 **Determination of Public Health Hazards and Public Nuisances:** It shall be the duty of the Health Director and/or Health Officials to determine whether or not a public health hazard or public health 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 shall promptly give written notice of that

determination to the property occupant, sent by certified mail, and also order the property occupant to abate such health hazard or nuisance within 15 days of receipt of the notice unless a shorter time is required due to the Director of Health Officials' further determination that the health hazard or nuisance may be reasonably abated within a shorter period of time or that the immediate abatement is necessary to preserve the public health or safety. In such case the time required for abatement shall be specified in the determination and order and the reasons for a shortened abatement period shall be specified.

6.8.2 Governmental Abatement of Public Health Hazards and Nuisances - The County Commission, in its discretion, may order the abatement of any public health hazard or nuisance as defined in these regulations through use of governmental resources or by government contract in the event the property occupant fails to abate the public health hazard or nuisance within the time prescribed by the Health Director or Health Official in their determination of health hazard or nuisance and order of abatement. If the Commission specifically finds that immediate abatement of a health hazard is necessary in order to protect the public health, welfare or safety and that the property occupant is unwilling or unable to immediately abate such health hazard within the time prescribed by the Health Director or Health Official, then immediate abatement through use of government resources or by government contracting may be ordered without allowing the property occupant opportunity to abate the hazard. In any case, the actual cost of such abatement incurred by the county shall be determined by the County Commission and charged to the property occupant; in such event the Commission may file suit against the

property occupant for restitution of public funds expended for the purposes of abatement.

6.8.3 Right of Appeal: A property owner shall have the right to appeal the decisions of the Health Director and/or Health Official. The appeal must be made within 15 days of receipt of written notice by certified mail of the Health Director's decision, or before the time specified for abatement, whichever is shorter. Appeals shall be made to the Boone County Commission, whose decision shall be final.

**CHAPTER VII
COMMUNITY AUTOMATED EXTERNAL DEFIBRILLATOR PROGRAM**

- 7.1 **Purpose-** The regulations in this chapter are adopted for the enhancement and protection of public health under 192.300 RSMo and to develop and implement a county-wide automated external defibrillator (AED) program under 190.192 RSMo, which will establish rules for AED use, training and data collection, as well as requirements and procedures for implementing and using all existing and new AEDs in the community.
- 7.2 **Applicability-** Notwithstanding any provisions of any other county regulations to the contrary, this chapter and sections thereunder shall apply to, and be enforced in, the incorporated as well as the unincorporated areas of Boone County. Hospitals are exempt from the provisions of these regulations.
- 7.3 **Requirements and Procedures-** The following shall be the requirements and procedures for use, training and data collection of the AED program:
- 7.3.1 **Use of AEDs-** No AED shall be used in the incorporated or unincorporated areas of Boone County without first complying with the requirements and procedures set forth in this chapter. No AED used outside of a health care facility shall be used except in accordance with a medical protocol for use with the AED which is approved by a licensed physician.
- 7.3.2 **Notification -** The Columbia/Boone County Health Department (Department) will be notified of the purchase or implementation of an AED by any individual, entity, organization or company purchasing or otherwise assuming responsibility for implementation of an AED. Written notification shall be provided using an AED registration form provided by the Department. The form shall be submitted prior to the

implementation of the AED and updated annually thereafter. The Department is authorized and directed to determine the content of the form and requirements for registration.

7.3.3 Training - Prior to implementing an AED, the individual, organization or company assuming responsibility for implementing the AED shall provide for training of all intended users. The training shall consist of a class provided by a nationally recognized or Department approved training organization, including, but not limited to the American Heart Association, American Red Cross, or the National Safety Council. The curriculum shall include basic cardiopulmonary resuscitation training and demonstrated proficiency in the use, maintenance and inspection of AED's. The training organization will issue individual certification, for a period not to exceed two years, that the training has been completed. Recertification training of users shall be provided for by the individual, organization or company assuming responsibility for implementing the AED prior to the expiration of the intended users certification

7.3.4 Standards for AED Maintenance - The individual, organization or company assuming responsibility for implementing the AED will ensure that the AED is maintained and tested in accordance with manufacturers' operational guidelines and specifications.

7.3.5 Quality Assurance Review - The individual, organization or company assuming responsibility for implementing the AED shall conduct a quality assurance review of each AED use based on the physician provided medical protocol. The Department may conduct a quality assurance review of AED usage that includes gathering clinical data

and information from the person that used the AED, the written records of the AED use and from the AED itself.

7.3.6 Consent to Quality Assurance Review - The owner and user of the AED shall not withhold consent to the quality assurance review by the Department after the use of an AED or the retrieval of clinical data from the device itself.

Clerk

Boone County Commission
Purchasing
601 E. Walnut, 2nd Floor Rm 236
Columbia, MO 65201

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # _____ **Invoice #** _____

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI
 In Re: Codification of Boone County Health Regulations December Session November Adjourned Term 2002
 Commission Order No. 538-2002

STATE OF MISSOURI)
) ss.
 County of Boone)

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:

ORDER FOR PUBLIC NOTICE
 On the 17th day of December 2002, the County Commission for Boone County, Missouri, met in regular session and entered the following order in regard to the enactment 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 the Code of Health Regulations for Boone County, Missouri, adopted on the 17 day of December, 2002, by order of this commission and that the general public is hereby notified that such regulations 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: Don Stampler
 Presiding Commissioner
 Attest:
 Wendy S. Noren
 County Clerk
 Insertion Dates: DECEMBER 18, 19, 20, 22, 23, 24, 25, 27, 29, 30, 31, 2002, JANUARY 1, 2, 3, 5, 6, 7, 8, 2003

1st	Insertion Dec 18	2002
2nd	Insertion Dec 19	2002
3rd	Insertion Dec 20	2002
4th	Insertion Dec 22	2002
5th	Insertion Dec 23	2002
6th	Insertion Dec 24	2002
7th	Insertion Dec 25	2002
8th	Insertion Dec 27	2002
9th	Insertion Dec 29	2002
10th	Insertion Dec 30	2002
11th	Insertion Dec 31	2002
12th	Insertion Jan 1	2003
13th	Insertion Jan 2	2003
14th	Insertion Jan 3	2003
15th	Insertion Jan 5	2003
16th	Insertion Jan 6	2003
17th	Insertion Jan 7	2003
18th	Insertion Jan 8	2003
19th	Insertion	2003
20th	Insertion	2003
21st	Insertion	2003

COLUMBIA MISSOURIAN PRINTER'S FEE \$475.20

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

Subscribed and sworn to before me this 14 day of May, 2003

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.

December Session of the November Adjourned


Term. 20 02

In the County Commission of said county, on the 17th day of December 20 02

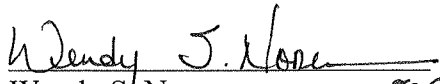
the following, among other proceedings, were had, viz:

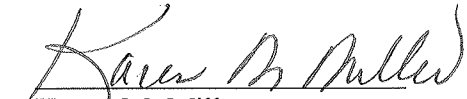
Now on this day, the County Commission of the County of Boone does hereby accept the resignation of Kay Clementz from the Boone County Board of Adjustment effective December 31, 2002.

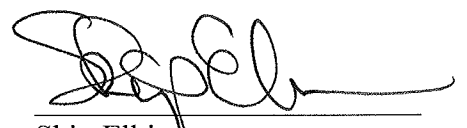
Done this 17th day of December, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Commission agenda

539-2002

RECEIVED
DEC 12 2002
Boone County Commission

December 10, 2002

*Stan Shawver
Boone County Board of Adjustment
Boone County Government Center
801 East Walnut Street
Columbia, Missouri 65201*

Dear Mr. Shawver,

Due to health reasons, nerve deafness in my right ear, I am resigning from the Boone County Board of Adjustment effective December 31, 2002.

Thank you for the opportunity to serve on the Boone County Board of Adjustment.

Sincerely,

Kay Clementz

*Kay Clementz
4500 East Highway 22
Sturgeon, Missouri 65284*