

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 03

In the County Commission of said county, on the 30th day of December 20 03

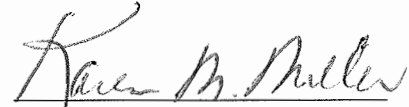
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Tuesday, December 30, 2003 immediately following the regularly scheduled Commission Meeting at 9:30 a.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021(9) RSMo. to discuss preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups and 610.021(2) RSMo. to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

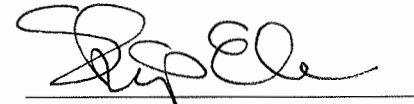
Done this 30th day of December 2003.



Keith Schnarre
Presiding Commissioner

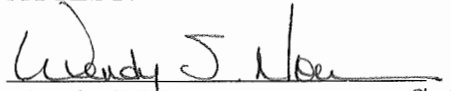


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 30th day of December 20 03

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

Now on this day the County Commission of the County of Boone does hereby adopt the Boone County operating budget for fiscal year 2004. The adopted budget shall consist of all appropriations included in the Proposed Budget submitted to the County Commission by the County Auditor, subject to the adjustments authorized by the County Commission that are specified in the attached schedule.

Total appropriations are set forth by line item and are summarized by 1) category (i.e., class 1, class 2, etc.) of expenditure; 2) by office, department or spending agency; and, 3) by fund. Appropriations may not be exceeded at the class level, for a given office or department, without Commission approval. Total appropriations for each fund are set forth in the individual Fund Statements that are published in the County's FY 2004 Budget. The Proposed Budget submitted by the County Auditor, and hereby incorporated into this appropriation order by reference, contains detail documentation and description for each line-item account. Appropriations shall be expended only for the purposes that are within the intent of the category in which they are included. The County Commission reserves the right to review and disallow expenditures upon a finding by the Commission that the expenditure exceeds the approved budget or the expenditure is not within the intent of the appropriation for the category as approved under this Budget and any amendments or revisions to it.

The County Commission approves all employee positions included in the Proposed Budget, adjusted for Commission changes noted in the attached schedule, together with the specified budgetary hours, range and benefit status for each position.

The County Commission also approves appropriations for the specific fixed assets identified in the various fixed asset appropriation accounts and authorizes procurement of the same in accordance with County procurement policies adopted by the County Commission.

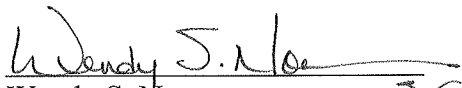
The County Commission also authorizes the County Auditor to re-appropriate unspent FY 2003 homeland security grant funds and FY 2003 capital project funds, upon determination of the actual amounts remaining at the end of FY 2003.

Done this 30th day of December, 2003.

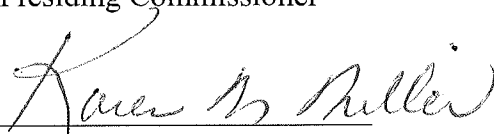


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

573-2003

Schedule of Commission Changes to the 2004 Proposed Budget

Description	Expenditure	Account	Revenue	Comments
General Fund (Fund # 100)				
County Commission--Commission travel to Washington D.C.	\$ (1,600)	1121-37220		Commissioner believes existing funds will be sufficient
	\$ (1,600)	1121-37235		
Human Resources--Reduce Employment Advertising Budget	\$ (5,000)	1115-84300		Reduce radio advertising
Purchasing--Increase local mileage	\$ 325	1118-59200		Current budget insufficient
Purchasing--Increase dues to purchasing organization	\$ 35	1118-37000		Membership for staff
Requested Reductions from Circuit Court				
Circuit Court Services- various accounts	\$ (500)	1210-23000		Reduce office supplies
	\$ (330)	1210-23018		Reduce printer supplies
	\$ (270)	1210-37240		Reduce Registration Fees
	\$ (250)	1210-59200		Reduce local mileage
	\$ (1,000)	1210-71101		Reduce Professional Services
	\$ (5,425)	1210-92301		Reduce replacement computer hardware
Jury Services reduction	\$ (7,225)	1230-71100		Reduce Outside Services-- Juror expenses
Juvenile Office	\$ (5,000)	1241-71100		Reduce Outside Services
Juvenile Justice Center-various accounts	\$ (2,500)	1242-71101		Reduce Professional Services
	\$ (1,000)	1242-48000		Reduce telephone
	\$ (500)	1242-48100		Reduce Natural Gas
	\$ (1,000)	1242-48200		Reduce Electricity
Circuit Clerk-various accounts	\$ (2,000)	1221-23000		Reduce Office Supplies
	\$ (3,000)	1221-91301		Reduce Computer Hardware
Corrections--Increase Contract Inmate Housing	\$ 5,000	1255-71100		Increase total General Fund appropriation to \$10,000/month for an annual total of \$120,000
Contingency--Increase 75% Nursing FTE to 100% FTE (Position # 599)	\$ 11,918	1123-86850		Increase in Salary and Wages
Included in Contingency at this time (total \$13,354)	\$ 912	1123-86850		Increase in FICA
	\$ 54	1123-86850		Increase in Disability
	\$ 470	1123-86850		Increase in Workers Compensation Insurance
Mail Services	\$ 300	1194-70050		Zip Code software increase
Prosecuting Attorney--Add portion of Attorney Salary (previously included in PA Bad Check Fund, Position #261)	\$ 17,896	1261-10100		Increase Salary and Wages
665 hours, or .32 FTE	\$ 1,370	1261-10200		Increase FICA
	\$ 1,301	1261-10300		Pro-rated Health Insurance
	\$ 83	1261-10325		Pro-rated Disability Insurance
	\$ 13	1261-10350		Pro-rated Life Insurance
	\$ 101	1261-10375		Pro-rated Dental Insurance
	\$ 83	1261-10400		Workers Compensation Insurance
	\$ 188	1261-10500		Pro-rated 401(A) Match
Total General Fund	\$ 1,849			

Schedule of Commission Changes to the 2004 Proposed Budget

Description	Expenditure	Account	Revenue	Comments
Hospital Profit Share Fund (Fund # 209)				
Add South County Regional Wastewater Planning	<u>\$ 42,000</u>	2090-71101		Increase professional services to fund county portion of project
Tax Maintenance Fund (Fund # 211)				
County Collector of Revenue is the Appropriating Authority for this Fund				
Add amount for microfilming	<u>\$ 26,500</u>	2110-71100		Collector withdrew request from General Fund and authorized funding from Tax Maintenance Fund.
Prop L- Law Enforcement Services Fund (Fund # 290)				
Re-budget funds for additional replacement vehicle	\$ 14,256	2901-92400		Budget revision approved in December 2003 but purchase not completed. Therefore, monies need to be re-budgeted.
Remove 7 Mobile Data Terminals	\$ (63,000)	2901-91301		Were purchased with excess funds in 2003; therefore, they are removed from 2004.
Add appropriation for contract inmate housing	\$ 180,000	2902-71100		This is in addition to the \$120,000 appropriation in the General Fund.
Total Law Enforcement Services Fund (Prop L)	<u>\$ 131,256</u>			
Facilities and Grounds Fund (Fund # 610)				
Re-organize Housekeeping: eliminate contract custodial services for Courthouse and add Custodian FTE;	\$ (8,299)	6101-10100		Budgetary savings from changing Lead Custodian to Custodian FTE
replace Lead Custodian with Custodian FTE	\$ (635)	6101-10200		FICA savings
	\$ 21,116	6101-10100		Salary & Wage cost for additional Custodian
	\$ 1,615	6101-10200		FICA cost for additional Custodian
	\$ 4,025	6101-10300		Health Insurance cost oforadditional Custodian
	\$ 96	6101-10325		Disability Insurance cost for additional Custodian
	\$ 40	6101-10350		Life Insurance cost for additional Custodian
	\$ 315	6101-10375		Dental Insurance cost for additional Custodian
	\$ 1,017	6101-10400		Workers Compensation cost for additional Custodian
	\$ 585	6101-10500		401(A) match for additional Custodian
	\$ (315)	6101-10500		Adjust 401(a) match
	\$ (18,660)	6101-60125		Reduce contract janitorial services (leaves \$1,020 for CH contract cleaning)
	\$ 3,600	6101-91300		Additional Floor Scrubber- for Courthouse
	\$ (1,500)	6101-86800		Reduce Emergency to \$2,000 (from \$3,500)
	\$ (3,000)	6100-60100		Remove Government Center Screen Replacement
Total Facilities and Grounds Fund	<u>\$ -</u>			

Combined Total

\$ 201,605

Financial Summary - All Governmental Funds Combined

	2002 Actual	2003 Budget	2003 Projected	2004 Budget
REVENUES:				
Taxes *	\$ 23,083,220	\$ 25,065,328	\$ 25,830,710	\$ 26,459,113
Licenses and Permits	340,430	417,290	398,739	389,914
Intergovernmental	4,489,297	4,824,766	4,516,966	3,844,309
Charges for Services	4,480,285	3,944,158	4,656,167	4,541,879
Fines and Forfeitures	116,297	-	6,777	-
Interest	415,203	365,295	242,542	241,079
Hospital Lease	1,371,600	1,385,000	1,404,518	1,418,500
Other **	2,510,421	565,498	1,060,356	629,270
Total Revenues	36,806,753	36,567,335	38,116,775	37,524,064
EXPENDITURES:				
Personal Services	14,581,347	17,186,025	16,720,241	18,535,621
Materials & Supplies	3,065,630	3,489,894	3,506,764	3,456,054
Dues Travel & Training	247,749	352,727	310,886	370,955
Utilities	488,378	557,508	556,750	596,786
Vehicle Expense	370,738	446,945	450,116	479,488
Equip & Bldg Maintenance	497,294	589,886	536,812	570,926
Contractual Services	8,705,526	10,200,445	13,181,949	11,328,797
Debt Service (Principal and Interest)	978,195	951,217	918,886	683,621
Other	1,542,554	3,112,487	2,322,092	3,861,678
Fixed Asset Additions	2,383,566	3,353,537	3,032,839	1,826,319
Total Expenditures	32,860,977	40,240,671	41,537,335	41,710,245
REVENUES OVER (UNDER) EXPENDITURES	3,945,776	(3,673,336)	(3,420,560)	(4,186,181)
OTHER FINANCING SOURCES (USES):				
Operating Transfer In	9,967,246	10,722,265	10,087,616	11,501,092
Operating Transfer Out	(10,314,508)	(10,722,265)	(10,087,616)	(11,501,092)
Proceeds of Capital Leases	-	-	-	-
Proceeds of Long-Term Debt	-	-	5,327,669	-
Retirement of Long-Term Debt	-	-	(1,898,933)	-
Total Other Financing Sources (Uses)	(347,262)	-	3,428,736	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	3,598,514	(3,673,336)	8,176	(4,186,181)
FUND BALANCE (GAAP), beginning of year	15,023,067	17,611,019	17,611,019	17,744,307
Equity Transfer In	-	-	-	-
Equity Transfer Out	-	-	-	-
Less encumbrances, beginning of year	(2,180,738)	(1,170,176)	(1,165,960)	(1,291,072)
Add encumbrances, end of year	1,170,176	1,300,651	1,291,072	1,291,072
FUND BALANCE (GAAP), end of year	\$ 17,611,019	\$ 14,068,158	\$ 17,744,307	\$ 13,558,126
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District) and Prepaid Items	55,000	147,000	147,000	147,000
Prepaid Items	50,782	10,000	10,000	10,000
Debt Service/Restricted Assets	1,241,402	1,242,826	1,313,774	1,281,770
Prior Year Encumbrances	1,202,144	1,300,651	1,291,072	1,291,072
Designated:				
Capital Project and Other	1,823,525	2,523,525	2,523,525	2,771,435
Total Fund Balance Reserves and Designations, end of year	4,372,853	5,224,002	5,285,371	5,501,277
FUND BALANCE, end of year	17,611,019	14,068,158	17,744,307	13,558,126
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(4,372,853)	(5,224,002)	(5,285,371)	(5,501,277)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 13,238,166	\$ 8,844,156	\$ 12,458,936	\$ 8,056,849

* Includes Property Tax, Sales Tax, and Special Assessments. Composition varies by fund.

** Includes Franchise Fees, Proceeds from Sale of County Assets, Insurance Proceeds, and other miscellaneous revenue. Composition varies by fund.

Financial Summary - General Fund (100)

	2002 Actual	2003 Budget	2003 Projected	2004 Budget
REVENUES:				
Taxes *	\$ 11,641,280	\$ 11,536,375	\$ 11,908,635	\$ 12,204,000
Licenses and Permits	340,430	417,290	380,739	373,490
Intergovernmental	2,539,282	2,665,152	2,369,551	2,281,292
Charges for Services	3,129,346	2,726,483	3,382,714	3,222,681
Fines and Forfeitures	-	-	-	-
Interest	200,144	232,561	115,753	149,000
Hospital Lease	1,371,600	1,385,000	1,404,518	1,418,500
Other **	1,291,503	503,145	499,467	616,195
Total Revenues	20,513,585	19,466,006	20,061,377	20,265,158
EXPENDITURES:				
Personal Services	10,953,511	11,830,563	11,570,054	12,604,474
Materials & Supplies	1,070,902	1,185,311	1,167,646	1,226,478
Dues Travel & Training	141,429	200,144	181,156	228,655
Utilities	384,057	421,243	423,027	431,993
Vehicle Expense	153,200	184,459	196,474	209,682
Equip & Bldg Maintenance	162,764	207,345	185,062	211,531
Contractual Services	2,767,580	3,141,607	2,978,934	3,203,583
Debt Service (Principal and Interest)	455,739	415,810	392,000	466,115
Other	2,360,458	2,618,382	2,163,226	3,382,532
Fixed Asset Additions	443,910	727,866	603,340	438,560
Total Expenditures	18,893,550	20,932,730	19,860,919	22,403,603
REVENUES OVER (UNDER) EXPENDITURES	1,620,035	(1,466,724)	200,458	(2,138,445)
OTHER FINANCING SOURCES (USES):				
Operating Transfer In	-	7,152	7,652	12,582
Operating Transfer Out	(700,103)	(32,964)	(32,964)	-
Proceeds of Capital Leases	-	-	-	-
Proceeds of Long-Term Debt	-	-	1,898,933	-
Retirement of Long-Term Debt	-	-	(1,898,933)	-
Total Other Financing Sources (Uses)	(700,103)	(25,812)	(25,312)	12,582
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	919,932	(1,492,536)	175,146	(2,125,863)
FUND BALANCE (GAAP), beginning of year	8,425,479	9,277,877	9,277,877	9,453,023
Equity Transfer In	-	-	-	-
Equity Transfer Out	-	-	-	-
Less encumbrances, beginning of year	(160,674)	(93,140)	(93,140)	(93,140)
Add encumbrances, end of year	93,140	93,140	93,140	93,140
FUND BALANCE (GAAP), end of year	\$ 9,277,877	\$ 7,785,341	\$ 9,453,023	\$ 7,327,160
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ 55,000	\$ 147,000	\$ 147,000	\$ 147,000
Prepaid Items	50,782	10,000	10,000	10,000
Debt Service/Restricted Assets	369,325	400,000	400,000	400,000
Prior Year Encumbrances	93,140	93,140	93,140	93,140
Designated:				
Designated for Capital Projects	1,823,525	2,523,525	2,523,525	2,523,525
Total Fund Balance Reserves and Designations, end of year	2,391,772	3,173,665	3,173,665	3,173,665
FUND BALANCE, end of year	9,277,877	7,785,341	9,453,023	7,327,160
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(2,391,772)	(3,173,665)	(3,173,665)	(3,173,665)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 6,886,105	\$ 4,611,676	\$ 6,279,358	\$ 4,153,495

*Includes Property Tax and Sales Tax.

** Includes Franchise Fees, Proceeds from Sale of County Assets, Insurance Proceeds and other miscellaneous revenue.

Financial Summary - General Fund (100)

	<u>Budget Basis Expenditures</u>	*	<u>Undesignated Fund Balance</u>	<u>As a Percent of Expenditures</u>
1995	12,673,599		6,159,941	48.60%
1996	14,656,707		3,443,729	23.50%
1997	14,238,752		5,099,517	35.81%
1998	15,841,817		4,872,920	30.76%
1999	17,252,438		5,162,306	29.92%
2000	17,025,704		5,913,616	34.73%
2001	18,319,563		5,899,107	32.20%
2002	18,893,550		6,886,105	36.45%
2003 Projected	19,860,919		6,279,358	31.62%
2004 Budget	22,403,603	\$	4,153,495	18.54%

*Excludes Other Financing Uses, Equity Transfers Out and Prior Year Encumbrances

Source: 1992 - 2002 Boone County Comprehensive Annual Financial Reports
 2003 Projected
 2004 Budget

Financial Summary - Assessment Fund (201)

	2002 Actual	2003 Budget	2003 Projected	2004 Budget
REVENUES:				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses and Permits	-	-	-	-
Intergovernmental	297,874	297,875	270,795	270,795
Charges for Services	508,642	513,850	528,400	539,000
Fines and Forfeitures	-	-	-	-
Interest	13,555	7,500	4,077	7,500
Hospital Lease	-	-	-	-
Other	31,741	12,000	10,885	12,000
Total Revenues	851,812	831,225	814,157	829,295
EXPENDITURES:				
Personal Services	550,943	679,940	587,901	725,919
Materials & Supplies	48,414	78,880	44,470	62,970
Dues Travel & Training	9,984	16,243	9,587	15,410
Utilities	5,405	5,152	5,600	7,000
Vehicle Expense	2,420	7,172	3,090	7,172
Equip & Bldg Maintenance	2,190	11,720	7,500	9,435
Contractual Services	190,989	121,750	60,165	113,359
Debt Service (Principal and Interest)	-	-	-	-
Other	-	8,193	861	9,423
Fixed Asset Additions	24,656	18,650	18,566	10,295
Total Expenditures	835,001	947,700	737,740	960,983
REVENUES OVER (UNDER) EXPENDITURES	16,811	(116,475)	76,417	(131,688)
OTHER FINANCING SOURCES (USES):				
Operating Transfer In	-	-	-	-
Operating Transfer Out	(22,535)	-	-	-
Proceeds of Capital Leases	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	(22,535)	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(5,724)	(116,475)	76,417	(131,688)
FUND BALANCE (GAAP), beginning of year	675,959	672,251	672,251	748,668
Equity Transfer In	-	-	-	-
Equity Transfer Out	-	-	-	-
Less encumbrances, beginning of year	(2,200)	(4,216)	-	-
Add encumbrances, end of year	4,216	4,216	-	-
FUND BALANCE (GAAP), end of year	\$ 672,251	\$ 555,776	\$ 748,668	\$ 616,980
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	4,216	4,216	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	4,216	4,216	-	-
FUND BALANCE, end of year	672,251	555,776	748,668	616,980
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(4,216)	(4,216)	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 668,035	\$ 551,560	\$ 748,668	\$ 616,980

Financial Summary - Road & Bridge Fund (204)

	2002 Actual	2003 Budget	2003 Projected	2004 Budget
REVENUES:				
Taxes	\$ 1,328,650	\$ 1,382,347	\$ 1,368,844	\$ 1,395,203
Licenses and Permits	-	-	18,000	16,424
Intergovernmental	1,514,955	1,638,577	1,601,275	1,240,690
Charges for Services	114,383	62,000	62,004	99,380
Fines and Forfeitures	-	-	-	-
Interest	3,647	2,645	1,381	1,381
Hospital Lease	-	-	-	-
Other	182,927	1,000	1,857	450
Total Revenues	3,144,562	3,086,569	3,053,361	2,753,528
EXPENDITURES:				
Personal Services	2,888,561	3,079,700	3,114,481	3,280,797
Materials & Supplies	1,893,111	2,117,820	2,163,218	2,106,389
Dues Travel & Training	41,770	46,050	46,975	49,955
Utilities	97,168	115,486	119,720	130,296
Vehicle Expense	212,197	249,605	247,223	257,575
Equip & Bldg Maintenance	318,061	290,850	290,895	268,954
Contractual Services	5,232,820	5,865,774	5,340,076	7,070,872
Debt Service (Principal and Interest)	333,044	312,000	309,181	-
Other	(108,400)	200,450	(61,423)	150,450
Fixed Asset Additions	1,019,947	1,352,485	1,228,693	911,050
Total Expenditures	11,928,279	13,630,220	12,799,039	14,226,338
REVENUES OVER (UNDER) EXPENDITURES	(8,783,717)	(10,543,651)	(9,745,678)	(11,472,810)
OTHER FINANCING SOURCES (USES):				
Operating Transfer In	8,728,873	10,559,149	9,824,000	11,488,510
Operating Transfer Out	(98,185)	-	-	-
Proceeds of Capital Leases	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	8,630,688	10,559,149	9,824,000	11,488,510
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(153,029)	15,498	78,322	15,700
FUND BALANCE (GAAP), beginning of year	1,320,298	971,593	971,593	1,049,915
Equity Transfer In	-	-	-	-
Equity Transfer Out	-	-	-	-
Less encumbrances, beginning of year	(1,156,319)	(960,643)	(960,643)	(960,643)
Add encumbrances, end of year	960,643	960,643	960,643	960,643
FUND BALANCE (GAAP), end of year	\$ 971,593	\$ 987,091	\$ 1,049,915	\$ 1,065,615
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	-	\$ -	-	\$ -
Prepaid Items	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	960,643	960,643	960,643	960,643
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	960,643	960,643	960,643	960,643
FUND BALANCE, end of year	971,593	987,091	1,049,915	1,065,615
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(960,643)	(960,643)	(960,643)	(960,643)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 10,950	\$ 26,448	\$ 89,272	\$ 104,972

Financial Summary - Road & Bridge Sales Tax Fund (208)

	2002 Actual	2003 Budget	2003 Projected	2004 Budget
REVENUES:				
Taxes	\$ 9,470,442	\$ 9,363,375	\$ 9,680,000	\$ 9,920,000
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	78,974	69,490	56,018	55,900
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	9,549,416	9,432,865	9,736,018	9,975,900
EXPENDITURES:				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	-	-	-	-
REVENUES OVER (UNDER) EXPENDITURES	9,549,416	9,432,865	9,736,018	9,975,900
OTHER FINANCING SOURCES (USES):				
Operating Transfer In	-	-	-	-
Operating Transfer Out	(8,728,873)	(10,559,149)	(9,824,000)	(11,488,510)
Proceeds of Capital Leases	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	(8,728,873)	(10,559,149)	(9,824,000)	(11,488,510)
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	820,543	(1,126,284)	(87,982)	(1,512,610)
FUND BALANCE (GAAP), beginning of year	1,516,242	2,336,785	2,336,785	2,248,803
Equity Transfer In	-	-	-	-
Equity Transfer Out	-	-	-	-
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 2,336,785	\$ 1,210,501	\$ 2,248,803	\$ 736,193
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	-	\$ -	-	\$ -
Prepaid Items	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	-	-	-	-
FUND BALANCE, end of year	2,336,785	1,210,501	2,248,803	736,193
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	-	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 2,336,785	\$ 1,210,501	\$ 2,248,803	\$ 736,193

Financial Summary - Law Enforcement Services Fund (290)

	2002 Actual	2003 Budget	2003 Projected	2004 Budget
REVENUES:				
Taxes	\$ -	\$ 2,300,000	\$ 2,420,000	\$ 2,480,000
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	2,225	2,450
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	-	2,300,000	2,422,225	2,482,450
EXPENDITURES:				
Personal Services	-	1,402,994	1,297,378	1,733,343
Materials & Supplies	-	45,481	44,616	21,639
Dues Travel & Training	-	3,500	800	3,500
Utilities	-	13,227	6,003	25,097
Vehicle Expense	-	1,275	250	625
Equip & Bldg Maintenance	-	26,151	13,084	16,882
Contractual Services	-	28,729	20,248	218,655
Debt Service (Principal and Interest)	-	6,000	900	-
Other	-	17,699	6,198	22,300
Fixed Asset Additions	-	613,186	539,283	435,964
Total Expenditures	-	2,158,242	1,928,760	2,478,005
REVENUES OVER (UNDER) EXPENDITURES	-	141,758	493,465	4,445
OTHER FINANCING SOURCES (USES):				
Operating Transfer In	-	-	-	-
Operating Transfer Out	-	-	-	-
Proceeds of Capital Leases	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	-	141,758	493,465	4,445
FUND BALANCE (GAAP), beginning of year	-	-	-	693,465
Equity Transfer In	-	-	-	-
Equity Transfer Out	-	-	-	-
Less encumbrances, beginning of year	-	-	-	(200,000)
Add encumbrances, end of year	-	200,000	200,000	200,000
FUND BALANCE (GAAP), end of year	\$ -	\$ 341,758	\$ 693,465	\$ 697,910
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	200,000	200,000	200,000
Designated:				
Capital Project and Other	-	-	-	247,910
Total Fund Balance Reserves and Designations, end of year	-	200,000	200,000	447,910
FUND BALANCE, end of year	-	341,758	693,465	697,910
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	(200,000)	(200,000)	(447,910)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ -	\$ 141,758	\$ 493,465	\$ 250,000

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

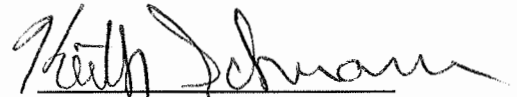
December Session of the October Adjourned Term. 20 03

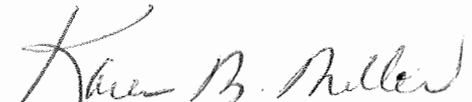
In the County Commission of said county, on the 30th day of December 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Arlon and Vera Gelder for an agri-business on 11.5 acres located at 6800 N. Kircher Road, Columbia.

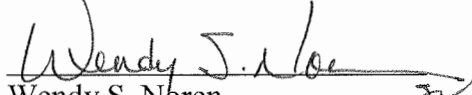
Done this 30th day of December, 2003.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

575 -2003

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

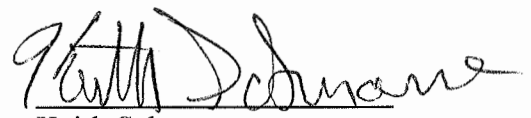
December Session of the October Adjourned Term. 20 03

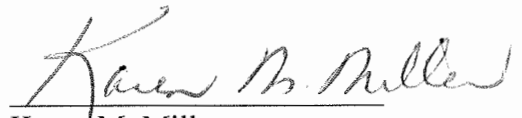
In the County Commission of said county, on the 30th day of December 20 03

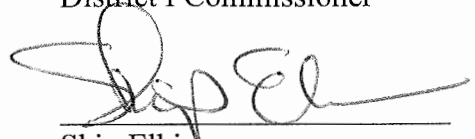
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Harry and Ruth Brotzman to rezone from A-1 (Agriculture) to A-2 (Agriculture) of 9 acres, more or less, located at 8805 Hwy 63 South, Columbia.

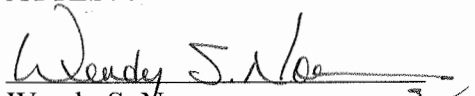
Done this 30th day of December, 2003.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

576 -2003

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 03

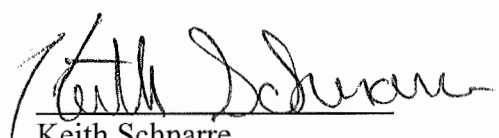
In the County Commission of said county, on the 30th day of December 20 03

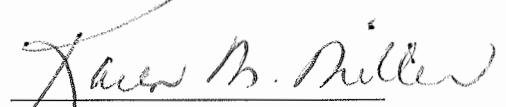
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Randy and Kathleen Gibbs to approve a revised Review Plan for Ponderosa Subdivision Planned Industrial Subdivision located at 5481 S. Ponderosa St., Columbia, with the following conditions:

1. That the connection to the BCRSD is required due to the modified lot size. The lot line adjustment survey is required but can't be signed until the BCRSD is satisfied with the connection to their sewer system. Sign-off by the BCRSD is required to be obtained prior to any issuance of any further permits on the property.(BCRSD - Boone County Regional Sewer District)
2. That the development meet fire district requirements for commercial/industrial uses as a condition of approval and that use or continued use of the property without this approval be considered a violation of this condition.
3. That there is no outside storage allowed on Lot 1 (Lot 1A).
4. That it is recognized that all drive, parking, and loading areas must be a minimum of chip-seal surface; gravel surface is not allowed in the development.
5. That any lighting be shielded and directed inward and downward to the site so as to minimize light leaving the property.

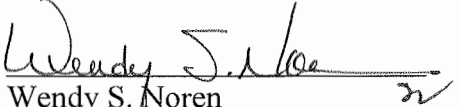
Done this 30th day of December, 2003.


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 30th day of December 20 03

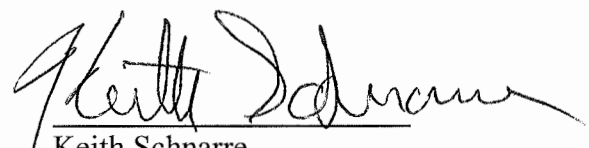
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following plats:

- Bird Song Acres
- McBride Manor

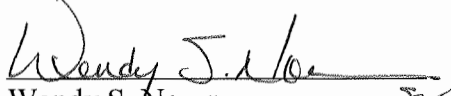
It is further ordered that the Presiding Commissioner be hereby authorized to sign said plats.

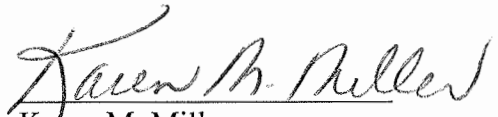
Done this 30th day of December, 2003.


Keith Schnarre

Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller

District I Commissioner


Skip Elkin

District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

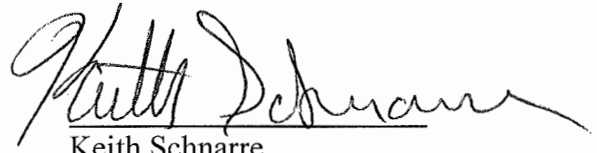
December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 30th day of December 20 03

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

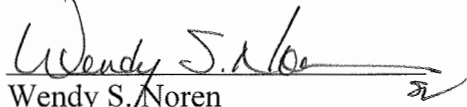
Now on this day the County Commission of the County of Boone does hereby adopt the attached revisions to the zoning regulations subject to further revisions concerning enforcement consistent with Section 49.272 RSMo and subject to further revisions concerning the administration, formatting, and numbering of the zoning regulations along with other county land use regulations.

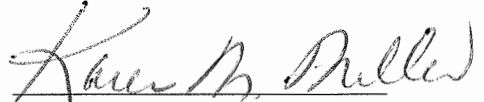
Done this 30th day of December, 2003.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

SECTION 6. PLANNED DEVELOPMENTS; RESIDENTIAL, RECREATIONAL, COMMERCIAL, AND INDUSTRIAL.

6.1 The general regulations contained in Sections 6.1 through 6.5 apply to all Planned Residential Developments, Planned Recreation Developments, Planned Commercial Developments, and Planned Industrial Developments.

6.1.1 Purposes. The purposes of Planned Developments are to encourage unified developments, to minimize adverse impacts on ~~adjacent lands~~ the surrounding area and to allow greater flexibility in the design of buildings and building complexes than would otherwise be possible through the strict application of district regulations.

6.1.2 Allowed Uses. The Allowed Uses in a Planned Development are determined as follows:

6.1.2.1 An applicant may request any number of permitted or conditional uses, or combination thereof, from the underlying parent zoning district. Or, when a rezoning is requested along with a planned development, an applicant may request any number of permitted or conditional uses, or combination thereof, of a requested parent zoning district contingent upon approval of the rezoning request.

6.1.3 Change of Allowed Uses. Any change in allowed uses, on a previously approved review plan or final plan shall require submittal of a new review plan and processing in accordance with this section, such new review plan shall be known as Revised Review Plan and shall be treated as a rezoning request. Such new final plan shall be known as a Revised Final Plan. Revised review plans shall conform to and are subject to all standards and procedures of these regulations with respect to review plans. Revised final plans shall conform to and are subject to all standards and procedures of these regulations with respect to final plans.

6.1.4 Required Plans. Both an approved Preliminary Development Plan, hereinafter referred to as the "Review Plan" and a Final Development Plan, hereinafter referred to as the "Final Plan" are required for all Planned Developments.

6.1.5 Compliance with Subdivision Regulations. In the event the proposed development plan involves the subdivision of land the owner shall follow all applicable procedures, standards and requirements of the Subdivision

Regulations of Boone County. In such cases the preliminary plat may be submitted concurrently with the review plan; the final plat may be submitted concurrently with the final plan.

6.1.5.1 When a review plan and a preliminary plat are submitted concurrently, they may be combined on one document provided all necessary information is clearly shown.

6.1.5.2 If the review plan and preliminary plat are not combined on the same document, they must be drawn to the same scale.

6.1.5.3 The Director may require submittal of "detail plans" of all or portions of a proposed review plan if such plans will facilitate review of the proposal.

6.2 Approval Procedures and Standards of Review

6.2.1 Preliminary Conference. Concept Review: Prior to preparing the Review Plan and initiating the approval procedures the property owner or his agent, hereinafter referred to as the "proponent", is ~~encouraged~~ required to prepare a graphic proposal, meeting the requirements of Section 6.3, pertaining to the proposed planned development and consult with the Director or his designee in a manner consistent with procedures established by this section. The purpose of this consultation is to discuss procedural, technical or other requirements necessary to gain approval and to obtain information and advice which could expedite matters, save the owner unnecessary expense and coordinate the plans of the proponent and with those of Boone County.

6.2.2 Submission of Review Plan and Rezoning Request. When Applicable. The proponent of a Planned Development shall submit one original, in permanent ink on vellum or double matte polyester film, and 17 paper copies of the Review Plan to the Director.

6.2.3 Rezoning Application Required. The proponent shall submit a request for rezoning along with a request for approval of a Planned Development Review Plan ~~When submitting a request for approval of a review plan for a Planned residential, recreation, commercial or industrial development, the proponent shall accompany his submission with a request for rezoning to the appropriate Planned District if the proponent's tract is not already in the appropriate Planned District. For example, if a property is currently zoned R-S and a planned development is proposed for the property a rezoning to R-SP is required.~~

6.2.4 Conditional Use Permit Not To Be Combined With Rezoning Request. Any allowed use that is listed as a conditional use in the underlying or proposed zoning district requires a conditional use permit in the planned development. The hearings for the planned development and the conditional use shall not be held concurrently. If a specific proposal for the conditional use is made in conjunction with the review plan application the conditional use application shall not be submitted until after the Commission makes a recommendation upon the review plan application

6.2.5 Staff shall conduct a review of the proposed Review Plan and prepare a report and recommendation for the Commission. The report shall contain the following: (1) A statement indicating whether the information provided is sufficient for a recommendation to be made. (2) An analysis as to whether the information provided on the plan meets the approval criteria and standards contained in these regulations. (3) A recommendation for approval, disapproval or tabling, which may include a list of proposed conditions of approval to allow approval in compliance with these regulations.

6.2.6 Commission Action on the Review Plan. The Commission shall advertise and hold a public hearing on the Review Plan and on any accompanying request for rezoning. The public hearing shall be advertised in accordance with the provisions of Section 15.F of these regulations. The Commission, after the hearing, shall recommend to the County Commission the approval or rejection of the Review Plan, with or without modifications or conditions, and the approval or rejection of any accompanying rezoning request. The Commission's recommendation shall include a list of allowed uses that may include some or all of the uses proposed by the proponent. Uses not specifically proposed by the proponent upon the initial Review Plan may not be added or approved. Uses not listed in the Commission recommendation are not allowed and must be removed from the Review Plan. The Commission may table action on the request, until the next regularly scheduled business meeting, should it feel that there is insufficient information upon which to base a recommendation.

6.2.7 Any development or property that has been approved as a planned residential development prior to the effective date of these regulations is considered to have been rezoned to a planned district of the corresponding parent zoning district and shall be treated as such for purposes of these regulations.

6.2.8 Any planned development approved prior to the effective date of these regulations is limited to the specific uses approved for the development. Other uses listed in the parent zoning district are not allowed without approval of a revised review plan and revised final plan that complies with these regulations which adds such uses.

6.2.9 General Standards for Approval of a Review Plan. The Commission shall review the proposed development for conformity with the county Master Plan, Major Thoroughfare Plan, subdivision and zoning regulations, the point rating system and other land planning principles. Before recommending approval of a Review Plan the Commission shall determine that:

6.2.9.1 Adequate utilities, access roads and/or other necessary facilities will be provided.

6.2.9.2 Adequate measures will be taken to provide ingress and egress designed to minimize traffic congestion on the public streets.

6.2.9.3 The proposed development is located in an area where infrastructure and services can be provided in a cost-effective manner.

6.2.10 Specific Standards for Approval of a Review Plan. The Commission and/or the County Commission may reject a Plan or may approve a Plan subject to conditions, which may include, but not necessarily be limited to the following:

- Conditions regarding the proposed land use
- Deletion of proposed allowed uses
- Layout of the development
- Vehicular and pedestrian circulation
- Adequacy of and impacts to utility systems
- Adequacy of and impacts to public roadways
- Adequacy of and impacts to stormwater drainage systems and drainage ways
- buffer zones
- landscaping
- setbacks
- off-street parking
- lighting
- other factors deemed as being essential to the sound development of the area and for the protection of adjacent areas.

6.2.11 Alteration of a Review Plan, Not Allowed. Once the Commission has made a recommendation, the proponent may not propose alterations to the proposal and Review Plan without further Commission review. This shall not preclude the County Commission from requiring modifications to the Review Plan as specified in Section 6.2.12.

6.2.12 County Commission Action on the Review Plan.

6.2.12.1 After receipt of the Commission's recommendations and after public hearing the County Commission shall approve or reject the Commission's recommendation on the Review Plan with or without modifications or conditions. The County Commission may continue the hearing to a future date after specifying the date to which the hearing is continued.

6.2.12.2 If the County Commission finds that additional information is required in order to make a decision, it shall remand the application to the Commission for further investigation and information gathering. In such cases, the Commission shall conduct additional public hearings, as necessary, after providing public notice consistent with Section 15.F. Following the public hearing(s) the Commission shall forward a recommendation, consistent with Section 6.2.6 to the County Commission.

6.2.12.3 Any accompanying requests for rezoning shall be heard at the Review Plan hearing. If the Review Plan is approved, the ~~proponent's~~ Official Zoning Map shall not be amended to the requested zoning district until such date that the required Final Plan is approved.

6.2.12.4 Expiration of the Review Plan. Any review plan or any portion thereof for which a final plan has not been approved shall expire and become null and void after a period of 24 months from the date the County Commission approved said review plan. The County Commission may approve a longer period of time upon a showing of good cause by the developer/proponent.

6.2.13 Commission Action on the Final Plan. Following Review Plan approval the proponent shall submit one permanent reproducible original, in permanent ink on double matte polyester film, and 17 paper copies of the Final Plan to the Commission; the applicant is strongly encouraged to submit a digital copy of the plan. At the discretion of the Commission Chairperson, in

cases where the County Commission has endorsed the recommendation of the Commission without change or additional modification or conditions, the Commission's Chairperson and Secretary may approve a final Plan without full Commission review; provided the Plan meets all Final Plan requirements. After approval the permanent reproducible copy of the Final Plan shall be signed by the Commission's Chairperson and Secretary and be permanently filed by the Director of Planning. After a County Commission Order is generated for the endorsement of the Final Plan, the Final Plan shall be recorded in the office of the Boone County Recorder of Deeds. The recording fee is to be paid by the proponent.

6.2.14 Standards for Approval of the Final Development Plan. The Commission shall approve the Final Plan when it is satisfied of the following:

- All required information is accurately portrayed on the Plan.
- The Final Plan substantially conforms to the approved Review Plan.
- The Final Plan demonstrates compliance with all conditions, which the County Commission may have imposed on the Review Plan.

6.2.15 County Commission Order. Following approval of the final plan by the Commission, the plan shall be presented to the County Commission who shall summarily endorse the plan by Order of the Commission.

6.2.16 Issuance of Building Permits. No Building Permit or Certificate of Occupancy shall be issued for any building or use that is not in accordance with the approved Final Plan.

6.2.17 At the discretion of the Director, any change of use of a building or premises, within an approved planned development, as shown on the final plan, shall require submittal of a revised review plan and revised final plan.

6.2.18 In an approved Planned Development, any change of use not in conformance with the approved review and final plan is not allowed and shall require a revised review plan and revised final plan.

~~6.2.19 Minor Change in Plans. During construction the proponent may make minor changes to the approved Final Plan so long as the Director has approved such changes. or upon denial by the Director with the approval of the Commission. Any change in proposed use or increase in density shall not be considered a minor change. Any dimensional variation greater than ten (10%) percent shall not be considered a minor change.~~

6.3 General Standards for Concept Review. Concept reviews are normally scheduled for the second and third Monday of each month. The required information must be submitted at least one week prior to the Monday on which the concept review meeting is to be held.

6.3.1 Any request for a concept review shall include the following written information on one or more 8 ½" x 11" sheets of paper:

- The assessor's parcel numbers of all tracts included in the planned development
- The owner's name, address, phone number and fax number (if available)
- The primary contact person's name, address, phone number and fax number
- A brief written description of the proposal

6.3.2 Any request for a concept review shall include a graphic depiction of the proposal on one or more 8 ½" x 11" sheets of paper which includes the following information drawn to an approximate scale:

- Approximate scale
- Graphic scale on all diagram sheets
- North point
- Parcel boundaries
- Section, township and range in which the property is located
- Adjacent streets
- General layout of proposed streets and/or circulation patterns
- General location of proposed utilities
- General lot layout
- A list of proposed Allowed Uses

6.4. Review Plan - Scope and Content. 6.1.7.1 The Review Plan shall encompass the entire tract, acreage or and all adjacent lots parcels held in one ownership at the time of submission. All of the information listed below must be submitted at the time of application. Failure to provide all of the information, by the submittal deadline, will result in rejection of the application. The review plan submission shall include the following:

6.4.1 A written description of the proposal including a list of requested Allowed Uses.

6.4.2 An erosion sedimentation control plan

6.4.3 A landscape and buffering plan

6.4.4 A stormwater control plan

6.4.5 A Phasing Plan if the development is proposed to be developed in phases

6.4.6 A Site Plan ~~6.1.7.2 The Review Plan~~ titled "Review Plan" that shall clearly and legibly show, at a scale of not less than one inch equals one hundred feet (1" = 100'), the following:

- A site location map showing the proposed planned development, all adjacent land owned by the proponent and its relationship to the surrounding area.
- A legal description of the property included in the review plan.
- The name of the proposed development, scale, north point, acreage and boundaries of the property to be developed.
- The name of the owners of the property and the individual or firm responsible for the preparation of the Review Plan.
- Existing zoning districts in the tract and within 200 feet of the property.
- Proposed lot lines.
- The location, use and approximate size of existing structures on the tract and within 200 feet of the property.
- Allowable and proposed unit densities or floor area as appropriate and corresponding parking ratios and the total number of required and proposed parking spaces.
- Graphic description of the location of natural features such as wooded areas, ponds, lakes, streams, wetlands, the 100-year floodplain, slopes greater than 25% and areas of Karst topography.
- A note indicating whether any portion of the property is within the 100-year floodplain and containing a reference to the appropriate FIRM Community/Panel Number.
- The relationship of streets, drives and alleys in the Planned Development to adjacent streets, drives and alleys.
- Label and show the proposed location, size, and arrangements of structures including signs, parking areas, existing and proposed public streets and private drives, easements, water and sanitary sewer utility lines, landscaping and other features of the proposed plan that are necessary to show in order to meet the requirements of Section 6.2.9 and 6.2.10.
- A block for the signature of the Chairperson of the Commission.

- A block for the signature of the Presiding Commissioner.
- The signature and seal of an architect, engineer or land surveyor duly registered to practice in the State of Missouri.

6.4.7 The Director may require the submittal of additional reports, plans and/or other information, as necessary, in order to document compliance of the proposal with Sections 6.2.9 and 6.2.10.

6.5 General Standards for Final Plan

6.5.1 Final Plan – Scope and Content. The Final Plan shall contain all of the information required on the Review Plan and shall show any changes, modifications or conditions which differ from those shown on the Review Plan that have been required by the Commission or County Commission.

6.5.2 Phasing of the Final Plan does not have to include the entire area included in the approved Review Plan.

6.5.3 The Final Plan shall be prepared by and have the seal and signature of an architect, engineer or land surveyor duly registered to practice in the State of Missouri. this state.

6.5.4 The Final Plan shall be drawn clearly, legibly and graphically in ink on 24” by 36” sheets of double matte polyester film without adhesive stick-ons. When necessary the Final Plan may be on several sheets, accompanied by an index showing the entire planned development.

6.4.4 Final Plans, as defined in the County Subdivision Regulations, shall bear the seal and signature of a registered land surveyor. Surveys necessary for the conveyance of property shall also bear the seal and signature of a registered land surveyor.

6.6 Planned Residential Developments.

Planned Residential Developments must comply with all provisions of Sections 6.1 through 6.5 "General Regulations Applicable to all Planned Developments," and the following additional provisions:

6.6.1 Where Permitted. Planned Residential Developments are permitted in the A-1P, A-2P, A-RP, R-SP, R-DP, and R-MP Districts.

6.6.2 In the A-1P, and A-2P Districts permitted uses shall be restricted to single-family detached dwellings, and the accessory buildings and uses permitted in the A-1, and A-2 districts. Single-family attached dwellings may be permitted upon demonstration of architectural compatibility with the character of the surrounding area.

6.6.3 Housing Types. In the A-RP, R-SP, R-DP and R-MP Districts, housing may consist of single, two-family or multiple-family dwellings, or any combination thereof. ~~Additional permitted uses in the A-R, R-S, R-D and R-M Districts shall be restricted to the permitted uses of the R-S district and the accessory buildings and uses permitted in the R-M Districts.~~

6.6.4 Yard, Setback, Height and Density Lot Size Requirements. The minimum yard, setback, minimum lot size and maximum height requirements of the district in which the development is located ~~shall not apply~~ may be varied upon approval by the Commission except that minimum yards setbacks equal to a front yard setback for the corresponding non-planned parent zoning district shall be provided around the boundaries of the area-being-developed planned development.

6.6.5 Density. The number of dwelling units permitted shall be determined by dividing the net development area within the proposed PRD by the ~~minimum lot~~ net development area per residence family required by the corresponding non-planned parent zoning district or ~~districts~~ in which the area is located as indicated in the following table:

Parent Zoning District	Net Development Area Per Residence
A-1 Agriculture	10-acres
A-2 Agriculture	2.5-acres
A-R Agriculture Residential	½ - acres (21,780 square feet)
R-S Residential Single Family	7,000 square feet
R-D Two-Family Residential	5,000 square feet
R-M Moderate Density Residential	2,500 square feet

Net development area shall be determined by subtracting the area set aside for churches, schools, and other non-residential uses from the gross development area. The area set aside for permanent common open space ~~or recreational use~~ shall be included in determining the number of dwelling units permitted. ~~The allowable and proposed unit densities and the parking ratio shall be shown on the Review Plan.~~ Land covered by water may be included in the open space, for purposes of calculating

density, according to the following table (the figures are representative of the maximum percentage of total open space that may be covered by water and still be used for density calculations):

<u>Planned Agriculture, A-1P</u>	<u>60%</u>
<u>Planned Agriculture, A-2P</u>	<u>20%</u>
<u>Planned Agriculture Residential, A-RP</u>	<u>15%</u>
<u>Planned Single Family Residential, R-SP</u>	<u>5%</u>
<u>Planned Two Family Residential, R-DP</u>	<u>5%</u>
<u>Planned Moderate Density Residential, R-MP</u>	<u>5%</u>

6.6.6 More than one dwelling unit may be proposed on individual lots.

~~6.2.4 In the A-1 and A-2 Agricultural Districts the owner may use the total area of a contiguous tract held in single ownership to increase the development densities on a portion of the tract provided that he submit with the Review Plan a document, suitable for recording, which shows:~~

~~6.2.4.1 The boundaries and size of the entire tract.~~

~~6.2.4.2 The boundaries and size of that portion of the tract, hereinafter referred to as the designated development area, where development densities are to be increased.~~

~~6.2.4.3 A notarized certification signed by all owners which specifies that the permitted development densities of the entire tract have been fully utilized for the designated development area and that no additional non-agricultural development can occur on land not included in the designated development area as long as the land remains in the A-1 or A-2 Districts.~~

~~6.2.5 The document showing and containing the above information shall bear the seal of a registered land surveyor and shall be recorded with the Boone County Recorder of Deeds after approval of the Final Plan and prior to the issuance of ANY building permits.~~

6.7 Planned Recreation District

Planned recreation developments must comply with all provisions of sections 6.1 through 6.5 and the following additional provisions:

6.7.1. In general, the height and bulk of buildings, the amount of open space, the parking and loading requirements shall be equal to those in the REC district. The Commission may vary yard, setback, and parking requirements of the REC district except that a 25 foot minimum setback shall be provided around the boundaries of the planned development. The minimum distance between structures shall be as provided in the Building Code as adopted by Boone County.

6.8 Planned Commercial Developments.

Planned Commercial Developments must comply with all provisions of Sections 6.1 through 6.5, "~~General Regulations Applicable to All Planned Developments~~" and the following additional provisions:

~~6.4.1 An approved Final Development Plan is required for all developments in the C-GP Planned Commercial Districts.~~

~~6.4.2 Uses Permitted in Planned Commercial Developments~~

~~6.8.1 In general, the height and bulk of buildings, the amount of open space, the parking and loading requirements shall be equal to those in the Commercial C-G District. The Commission may vary the minimum yard, setback, and parking requirements of the Commercial C-G District shall not apply except that a minimum yards 20 foot setback shall be provided around the boundaries of the area being developed planned development. Minimum distance between structures shall be as provided in the Building Code as adopted by Boone County.~~

6.9 Planned Industrial Developments.

Planned Industrial Developments must comply with all provisions of Sections 6.1 through 6.5, "~~General Regulations Applicable to All Planned Developments~~" and the following additional provision:

~~6.5.1 An approved Final Development Plan is required for all developments in the M-LP-OR Planned Industrial Districts.~~

~~6.5.2 Uses Permitted in Planned Industrial Developments~~

6.9.1 In general, the height and bulk of buildings, the amount of open space, the parking and loading requirements shall be equal to those in the M-L Industrial District. The Commission may vary the minimum yard, setback, and parking requirements of the M-L Industrial District shall not apply except that a minimum yards 25 foot setback shall be provided around the boundaries of the area being developed. planned development. Minimum distance between structures shall be as provided in the Building Code as adopted by Boone County.

6.10-6.6 **Conflicting Requirements.**

Procedures, standards and requirements contained in this Section shall prevail over conflicting requirements of Sections 5, 9A & 9B, 10, 11, and 14 of this Zoning Ordinance.

SECTION 7. ACCESSORY BUILDINGS AND USES FOR NON-AGRICULTURAL USES

A. Accessory buildings and uses for non-agricultural uses are permitted when in accordance with the following:

- (1) In the A-1 and A-2 Agricultural Districts accessory buildings and uses are limited to:

A private residential garage

Tennis court, swimming pool, non-commercial greenhouse, garden house, barbecue oven, fireplace and similar uses customarily accessory to residential uses.

Satellite dish antenna

Collectors for solar and other alternate energy sources

Roadside stands for the sale of agricultural products produced on the premises.

- (2) In the A-R, R-S, R-D and R-M Districts accessory buildings and uses are limited to :

Those accessory buildings and uses permitted in the A-1 and A-2 Agricultural Districts except roadside stands shall not be permitted.

- (3) ~~Not more than two dwellings (including mobile homes) may be permitted accessory to a farm for persons employed on the premises or the immediate members of the family or families owning or operating the farm, except that more dwellings may be permitted under a Conditional Use Permit as provided in Section 15.A.~~ A single accessory dwelling is allowed on legally created individual parcels that are 20-acres or larger in size up to a maximum of two total dwelling units located on said individual 20-acre or larger parcel.

- (4) In Commercial Districts there may also be:

Accessory dwelling unit on floors above or attached to commercial uses for occupancy by the owner or employee.

Incidental storage provided such storage does not exceed 40-percent of the floor area of a building in the C-N and C-G Districts. Use of not to exceed 40 percent of the floor area of a building for incidental storage in the C-N and C-G Districts.

A manufactured home may be used as an office in the commercial or industrial districts provided that all existing building code and zoning regulations are complied with and the unit is placed on a foundation, or is tied down and under skirted.

- (5) There shall be the following additional regulations for accessory buildings located on legally created parcels less than 5-acres in area:

No accessory building shall be constructed upon a lot until the construction of the main building has actually commenced, and no accessory building shall be used unless the main building on the lot is also being used. However, nothing shall prevent the use of a temporary construction shed or road wagon for the storage of tools, material and equipment by a contractor during building construction, with said shed or wagon being removed from the property within 10 days following the completion of the construction.

Legally created parcels 5-acres in area or larger may have a single accessory personal storage structure, without a primary structure on the parcel, provided the structure is not used for any type of commercial use including home occupation.

No accessory building may be erected in front of a main building unless the accessory building is attached to the main building by a common wall.

Accessory buildings may not be used for dwelling purposes except as provided in (3) and (4) above.

8.0 NONCONFORMING USES

8.1 Nonconforming Use of Land and Buildings. Except as otherwise provided herein, the lawful use of open land or of a building existing at the effective date of this ordinance may be continued although such use does not conform to the provisions hereof of the zoning district or regulations. The nonconforming use of land shall not be extended or enlarged, either on the same or adjoining property.

8.1.1 Change of Use. A nonconforming use of land or a building may, if no structural alterations are made, be changed to another nonconforming use of the same or of a more restricted/less intensive classification by Conditional Use Permit. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted/more intensive use.

8.1.1.2 The most restrictive/least intensive district and category in which the current non-conforming use is listed, either as a permitted or conditional use, establishes the category of uses to which the current non-conforming use may be changed by Conditional Use Permit.

8.1.2 The nonconforming use of an existing building may be hereafter extended throughout those parts of that building, which were lawfully and manifestly arranged or designed for such use on or before December 27, 1973.

~~8.2 Discontinuance of Nonconforming Use Abandonment on Nonconforming Uses. The nonconforming use of land or of a building, which has been abandoned discontinued for a continuous period of one year, whether or not the equipment or fixtures are removed, shall not again be used except in conformity with the regulations of the District in which it is located. The one-year period of abandonment discontinuance shall be counted from the date on which the use was abandoned.~~

8.2.1 Vacancy. Any lot or structure or any portion thereof, occupied by a nonconforming use, which is or hereafter becomes vacant and remains unoccupied by a nonconforming use for a period of one year shall not thereafter be occupied, except by a use which conforms to the zoning district in which the lot or structure is located.

8.2.2 Destruction of a Nonconforming Use. No building, which has been damaged by any cause to the extent equal to more than seventy-five (75) percent of the actual value of the building immediately prior to the damage,

shall be restored except in conformity with the regulations of this ordinance. ~~In such cases all rights as a nonconforming use are terminated. If a building is damaged by less than seventy-five (75) percent of the actual value, it may be repaired or reconstructed and used THE SAME as before the damage, provided that such repairs or reconstruction IS substantially completed within twelve (12) months of the date of such damage.~~

8.3 Repair, enlargement and/or modifications shall not be allowed on any land or structure containing a nonconforming use except in accordance with this section. If any nonconforming structure or use is, by any cause, damaged to the extent of less than 75 percent of the actual value of the building immediately prior to the damage, it may be repaired to its original foot print and floor area. All rights as a nonconforming use are continued provided the repairs are completed within 12 months of the date of such damage. If the repairs are not completed within 12 months of the date of such damage, all rights as a nonconforming use are terminated.

~~8.3.1 Repair in Commercial and Industrial Districts. Nonconforming residential structures, if damaged by any cause, may be restored or reconstructed without regard to the actual extent of the damage.~~

~~8.3.3 Buildings used for nonconforming residential purposes in the Commercial and Industrial Districts may be enlarged provided that such enlargement meets all the height, yard parking and density requirements of this ordinance. Such buildings, if damaged, may be restored or reconstructed without regard to the actual amount of the damage. If the use of such a building is changed to a conforming use the building shall not again be used for residential purposes.~~

8.4 Nonconforming Lots of Record. Where a lot of record has less area than required for the district in which it is located, said lot may be used for any use permitted in the district in which it is located provided that all minimum setback or yard requirements are met.

8.5 Conditional Uses Not Nonconforming. Existing uses eligible for conditional use permits shall not be considered to be nonconforming uses but shall require a conditional use permit for any alteration, enlargement, continuation, or extension.

8.6 Certificate of Occupancy for a Nonconforming Use. Nonconforming uses existing at the effective date of this ordinance shall apply for a Certificate of Occupancy no later than January 1, 2005. ~~within six months from the effective date of this ordinance. Where a Certificate of Occupancy has not been obtained The existence of a such nonconforming use shall be a question of fact and shall be~~

decided by the Board Of Adjustment after public notice and hearing and in accordance with the rules of the Board. Failure to apply for a Certificate of Occupancy for Nonconforming Use by January 1, 2006 shall result in the loss of all nonconforming rights. In obtaining a Certificate of Occupancy for Nonconforming Use, the burden of proof is upon the applicant. The applicant must provide competent evidence of the continuous existence of the nonconforming use since December 27, 1973 and all changes of use since December 27, 1973.

8.6.1 Certificate of Occupancy for Nonconforming Signs. The owner of a nonconforming sign shall obtain a Certificate of Occupancy for a Nonconforming Sign. If the application for the certificate of occupancy is made prior to January 1, 2006 the Director may issue the certificate of occupancy. If the application for certificate of occupancy is made after January 1, 2006, the existence of the sign as a nonconforming use shall be a question of fact and shall be decided by the Board of Adjustment after public notice and hearing and in accordance with the rules of the Board.

8.6.1.1 Applications to the Director for certificate of occupancy are subject to the following:

- The application for certificate of occupancy shall be submitted on form(s) provided by the Director. The applicant shall attach all documentation necessary to establish the existence of the nonconforming use. It is the responsibility of the applicant to obtain all such information. The applicant shall also submit a list containing the owner's name, address and parcel number for each property within 1000-feet of the property on which the sign is located.
- Notice of the application shall be sent to the owners of all property within 1000-feet of the property on which the sign is located. The applicant shall pay all notification costs.
- All evidence of the nonconforming sign must originate from public records such as building permit records, tax records and aerial photographs maintained by a public agency. If the existence of a nonconforming sign cannot be established through the use of evidence from public records, the application shall be referred to the Board of Adjustment for decision.

- The certificate of occupancy shall specify the elements from Section 25 with which the sign does not comply.
- The decision of the Director may be appealed to the Board of Adjustment.
- The Director may defer any decision to the Board of Adjustment.

SECTION 9. HEIGHT REGULATIONS

A. Maximum height limits established for non-farm buildings and structures are as follows:

- (1) Thirty-five feet in the A-1, A-1P, A-2, A-2P, A-R, A-RP, R-S, R-SP, R-D, R-DP, R-M, R-MP, ~~and REC~~, and REC-P Districts.
- (2) Forty-five feet in the C-O, C-N, C-G, C-GP, M-L, M-G, ~~and M-LP~~, and M-GP Districts.

B. The above height limits may be exceeded in the following instances:

(1) Buildings and structures, when permitted in the district, may be erected to a height not exceeding 100 feet if the building or structure is set back from each yard line at least one foot for each additional foot of height above the height limit otherwise permitted in the district in which the building or structure is located.

(2) Buildings and structures, when permitted in the district, may be erected to such height as may be authorized by a Conditional Use Permit obtained in accordance with the provisions of Section 15.A.

C. Airspace Height Limits for Public and Private Airports.

Height restrictions for airspace needed for public and private airports shall be in accordance with the most current Federal Aviation Regulations. Additionally, the following height restrictions apply in relation to Columbia Regional Airport:

- (1) Structures within one mile of Columbia Regional Airport, as measured from the nearest point of the airport property boundary, shall be limited in height to 50 feet above the airport elevation.
- (2) Structures located more than one mile but less than two miles from Columbia Regional Airport, as measured from the nearest point of the airport property boundary, shall be limited to a height of 100 feet above the airport elevation.
- (3) Structures located more than two miles but less than three miles from Columbia Regional Airport, as measured from the nearest point of the airport property boundary, shall be limited to a height of 150 feet above the airport elevation.

(4) Structures located more than three miles but less than four miles from Columbia Regional Airport, as measured from the nearest point of the airport property boundary, shall be limited to a height of 200 feet above the airport elevation.

(5) Structures located more than four miles but less than five miles from Columbia Regional Airport, as measured from the nearest point of the airport property boundary, shall be limited to a height of 250 feet above the airport elevation.

(6) Structures located more than five miles but less than six miles from Columbia Regional Airport, as measured from the nearest point of the airport property boundary, shall be limited to a height of 300 feet above the airport elevation.

(7) In applying these height restrictions, the heights of a structure may be increased within each of the above categories one additional foot for every 106 feet of additional distance beyond the closest point to the airport within that category.

SECTION 10. YARD REQUIREMENTS

A Minimum Yard Requirements

The following minimum yards for non-farm uses, measured in feet, shall be provided within the districts indicated below:

<u>DISTRICT</u>	<u>FRONT</u>	<u>REAR</u>	<u>SIDE MINIMUM</u>	<u>SIDE TOTAL</u>
A-1, A-2	50	50	15	40
A-R, R-S, R-D, R-M	25	25	6	20
REC	10	20	6	20
C-O, C-N, C-G, C-GP	10	20	6	20
M-L, M-G, M-LP	25	25	6	20

B. Additional Requirements The following additional yard requirements must also be observed:

(1) On lots fronting on two non-intersecting streets, front yard setbacks shall apply on both streets.

(2) On corner lots front yard setbacks will apply on both streets. On corner lots that were lots of record on December 27, 1973, the buildable width cannot be reduced to less than 28 feet, except that there shall be a yard along the side street side of such a lot of at least five (5) feet.

(3) In the ~~C~~ Commercial and ~~M~~ Industrial Districts there may be more than one building on a lot provided that the required yards be maintained around the group of buildings.

(4) There may be two or more related multi-family, hotel, motel or institutional buildings on a lot; provided that (a) the required yards be maintained around the group of buildings and (b) buildings that are parallel or that are within 45 degrees of being parallel be separated by a horizontal distance that is at least equal to the height of the highest building.

(5) Buildings containing attached, single-family dwelling units shall be permitted in the R-M District provided that the total length of any one such building shall not exceed 160 feet. Except for the end units, each dwelling building shall have a common wall with at least two other dwelling units. The building containing the attached dwellings shall meet all the yard requirements for the R-M District. Each attached single-family dwelling shall front onto a public street.

(6) Those parts of buildings existing on December 27, 1973, that violate yard regulations may be repaired and remodeled, but not reconstructed or structurally altered unless permitted in accordance with paragraph (2) above.

(7) Required front yards shall be devoted entirely to landscape area except for off street parking and the necessary paving of driveways and sidewalks to reach parking or loading areas in the side or rear yard.

(8) Where an official line has been established for the future widening or opening of a street or major thoroughfare upon which a lot abuts, then the depth of front or side yard shall be measured from such official line to the nearest line of the building.

(9) The minimum width of side yards for schools, libraries, churches, community buildings and other public and semi-public buildings in residential districts shall be 25 feet, except where a side yard is adjacent to a commercial or industrial district, in which case the width of that yard shall be as required in the district in which the building is located.

(10) No sign, fence, wall, shrub or other obstruction to vision exceeding two feet in height above the established street grade shall be erected, planted or maintained within the area of a corner lot that is included between the lines of the intersecting streets and a straight line connecting them at points 20 feet distant from the intersection of the street right-of-way lines.

(11) Yard requirements shall be measured as follows:

(a) Yard requirements for lots fronting on state roads shall be measured from the closest edge of the dedicated roadway right-of-way.

(b) In subdivisions or areas having a dedicated roadway right-of-way, yard requirements shall be measured from the closest edge of the right-of-way.

(c) On roads not having a dedicated roadway right-of-way, yard requirements shall be measured from a point at least 15 feet from the closest center of the road. Right-of-way for roads designated on the Thoroughfare Plan as having a higher classification shall have a right-of-way as set forth in the most current Boone County Subdivision Regulations.

C. Exceptions to Yard Requirements The following exceptions may be made to the yard requirements:

- (1) Sills, belt courses, window air-conditioning units, chimneys, cornices, and ornamental features may project into a required yard a distance not to exceed 24 inches.
- (2) Filling station pumps and pump islands may occupy required yards provided, however, that they are at least 15 feet from all lot lines.
- (3) When located in side or rear yards above ground, commercial fuel tanks shall not be erected closer than 15 feet to a side or rear lot line. Above ground fuel tanks shall not be permitted in required front yards.
- (4) Open fire escapes, fireproof outside stairways and balconies opening upon fire towers and the ordinary projections of chimneys and flues into a rear yard for a distance of not more than three and one half feet when so placed as to not obstruct light and ventilation, may be permitted by the Director of Planning.
- (5) Terraces which do not extend above the level of ground (first) floor may project into a required side yard, provided these projections be at least two feet from the side lot line.
- (6) Accessory buildings may be located in a side or rear yard but may not occupy more than 30 percent of the yard in which it is located.
- (7) Any accessory building less than ten feet from a main building shall be considered as part of the main building and shall be provided with the side and rear yard required for the main building.
- (8) Any accessory building more than ten feet from a main building may be erected not closer than two feet to a side or rear lot line, but must be located at least 60 feet from the front street line.
- (9) In addition to the locations permitted by the above yard exceptions for accessory buildings, satellite dish antennae, and collectors for solar energy

may also be located in a front yard but must be at least 25 feet from the front street line.

- (10) On corner lots the minimum buildable width of 28 feet for main buildings is reduced to 22 feet for accessory buildings.

SECTION 11. AREA REGULATIONS

A. Minimum Lot Areas The following minimum lot areas must be provided in the districts indicated:

LOT AREA PER FAMILY IN SQ. FT.

<u>District</u>	<u>Sq. Feet</u>	<u>Single Family Dwelling</u>	<u>Two Family Dwelling</u>	<u>Multiple Dwelling</u>
A-1	10 acres*	10 acres*	N.A.	N.A.
A-2	2 1/2 acres*	2 1/2 acres*	N.A.	N.A.
A-R	1/2 acre*	1/2 acre*	N.A.	N.A.
R-S	7,000	7,000	5,000	N.A.
R-D	7,000	7,000	5,000	N.A.
R-M	7,000	7,000	5,000	2,500

* or as specified in Section 3 and Section 5 (1/2 acre = 21,780 sq. ft.) There are no minimum area requirements in the Recreation, Commercial, and Industrial Districts.

B. Exceptions to Lot Area Requirements The minimum lot area requirements established above may be modified as follows:

- (1) Where a lot of record on December 27, 1973 had less area than herein required in the district in which it is located, said lot may nevertheless be used for a one-family dwelling or for any non-dwelling use permitted in the district in which it is located provided that all minimum yard requirements are met.
- (2) Existing buildings that are in violation of lot area requirements may be remodeled or repaired, but may not be reconstructed or structurally altered unless made to conform to these requirements.

12. Sewage Disposal in Sink Hole Areas

Where public or community sewer systems are not available, suitable sewage disposal systems shall be designed and installed at the owner's expense, in accordance with plans prepared by a registered professional engineer. All sewage or wastewater system inspections shall be performed at the owner's expense by, or under the supervision of a registered professional engineer. Following completion of the installation of the wastewater system, the engineer responsible for the design and inspection of the installation of the wastewater system shall provide the Director with a letter of certification stating that the wastewater system has been properly designed for a sinkhole area and installed according to the design. Special attention shall be given to the following localities designated as sink hole areas by the Missouri Department of Natural Resources.

Designated sinkhole areas are as follows:

Pierpont area:

- Section 7 Township 47 North Range 12 West: the South Half
- Section 8 Township 47 North Range 12 West: the South Half
- Section 17 Township 47 North Range 12 West: Northwest Quarter and the North Half of the Northeast Quarter.
- Section 18 Township 47 North Range 12 West: North half of the Northwest Quarter and the Northeast Quarter.
- Section 21 Township 47 North Range 12 West: the East half
- Section 28 Township 47 North Range 12 West: the West Half of the Southwest Quarter
- Section 29 Township 47 North Range 12 West: the Southeast Quarter, the South Half of the Northeast Quarter and the East Half of the Southwest Quarter.
- Section 12 Township 47 North Range 13 West: the East Half of the Southeast Quarter

Rocheport and Huntsdale Area;

- Section 7 Township 48 North Range 14 West: the Northeast Quarter and the Northwest Quarter.
- Section 8 Township 48 North Range 14 West: the Southwest Quarter and the Southeast Quarter.
- Section 9 Township 48 North Range 14 West: the South Half.
- Section 15 Township 48 North Range 14 West: the West Half.
- Section 16 Township 48 North Range 14 West: the entire section.

- Section 17 Township 48 North Range 14 West: the East Half and the East Half of the Northwest Quarter.
- Section 21 Township 48 North Range 14 West: the North Half.
- Section 22 Township 48 North Range 14 West: the Northwest Quarter.

Midway Area;

- Section 2 Township 48 North Range 14 West: the West Half of the Northeast Quarter and the East Half of the Northwest Quarter.
- Section 19 Township 49 North Range 13 West: the Southeast Quarter.
- Section 20 Township 49 North Range 13 West: the South Half.
- Section 29 Township 49 North Range 13 West: the North Half.
- Section 30 Township 49 North Range 13 West: the Northeast Quarter.
- Section 26 Township 49 North Range 14 West: the entire section.
- Section 35 Township 49 North Range 14 West: the East Half.

SECTION 14. OFF-STREET PARKING AND LOADING REGULATIONS

A Off-Street Parking Requirements Off-street parking spaces shall be provided in all districts as follows:

- (1) Single-family and two-family dwellings- two spaces per dwelling unit.
- (2) Multiple dwellings- two spaces for each dwelling unit.
- (3) Rooming and boardinghouses, sororities, and fraternities- one parking space for each two occupants.
- (4) Private club or lodge- one parking space for each 100 square feet of floor area.
- (5) Church, temple, or Place of worship or temple- one parking space for each four seats in the main auditorium.
- (6) School- for high schools, colleges and universities, 10 spaces per classroom; for elementary schools, two parking spaces per classroom.
- (7) Hospital- two parking spaces for each bed.
- (8) Sanitarium or institutional home- one parking space for each three beds.
- (9) Funeral Homes- one parking space for each four seats in the main auditorium, plus one for each funeral home vehicle plus one for each family vehicle.
- (10) Auditoriums, theatres, and other places of public assembly- one parking space for each five seats.
- (11) Community center, library, museum, or similar public or semi-public building- one parking space for each 300 square feet of floor area in the building.
- (12) Hotel or motel- five parking spaces plus one space for each sleeping room or suite.

- (13) Medical office building- buildings in which 20 percent or more of the gross area is occupied by members of the healing profession. One parking space for each 200 square feet of the gross area used for this purpose.
- (14) Manufacturing or industrial establishment- one space for each 300 square feet of floor area, whichever is greater, plus space to accommodate all trucks and other vehicles used in connection therewith.
- (15) Wholesale, warehouse, or similar establishment- one space for each 2,000 square feet of floor area.
- (16) Recreational uses- ten parking spaces in addition to any parking spaces required by structures associated with the use.
- (17) ~~(16)~~ All nonresidential buildings, except those above specified- one space for each 300 square feet of floor area.

D. Minimum Improvement and Maintenance Standards

Parking lots and garages shall conform with the following improvements and maintenance standards:

- (1) Such lot shall have a dust free surface composed of a minimum level of improvement equivalent to a chip and seal surface.
- (2) Adequate provision shall be made for the disposal of storm water.
- (3) The location and width of entrances and exits to and from the lot or garage shall be in accordance with the standards adopted by the County Commission.
- (4) The location of each parking space and the location and direction of movement along the driveways providing access thereto shall be indicated by painting upon the surface, by raised directional signs, or by markers or other similar measures placed in the surfacing.
- (5) Whenever a parking lot is lit, all lights shall be shielded, so that a minimum of glare will extend to adjacent property, street or road.

(6) Lots utilized as display lots for vehicles, boats, mobile homes, manufactured homes and farm equipment may provide a dust free parking surface that does not comply with Section (1) above.

(7) Lots utilized as Equine Boarding Facilities, Animal Training Schools or Riding Schools shall not require a dust free surface unless specifically required by the terms of a Conditional Use Permit.

SECTION 15. ADMINISTRATION

A. Conditional Uses

(2) Criteria for Approval. It is the responsibility of the applicant to provide sufficient information/documentation to allow approval of the conditional use permit. Before authorizing the issuance of such a conditional use permit, the County Commission shall satisfy itself that:

- (a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.
- (b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.
- (c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.
- (d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access and drainage.
- (e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.
- (f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.
- (g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

(5) Applications shall include the following minimum information:

- (a) The name, address and telephone number of the property owner and the potential buyer or lessee of the property. Corporate applicants shall list the names, titles and addresses of the officers and the Board of Directors of the corporation. A copy of the corporate certificate of good standing with the State of Missouri shall be attached.
- (b) A legal description of the property included in the request. Proof of ownership by the applicant shall be attached to the application.
- (c) The present zoning of the land included in the request.
- (d) The present use of the land included in the request.
- (e) The size of the tract included in the request.
- (f) The zoning of land adjacent to the land included in the request.
- (g) The proposed use of land if the permit is approved. This description should be as complete as possible.
- (h) The classification of conditional use requested and the reason or justification for the request being submitted. ~~and a sketch of the tract of land showing existing structures and proposed structures.~~
- (i) A site plan that shall clearly and legibly show, at a scale of not less than one inch equals one-hundred feet (1"=100'), the following:
 - Scale, north point, boundary and area of land included in the request
 - The name of the owners of the property, name of the applicant and the name of the person and/or firm who prepared the site plan.
 - The location, use and approximate size of existing structures on the tract and within 200 feet of the boundary of the request
 - The location use, size and arrangement of structures, signs, parking and loading areas, existing and proposed public streets, existing and proposed private drives, all known easements, utility lines, landscaping and other features of the proposed conditional use that are necessary to show in order to document compliance with the approval criteria contained in Section 15.A.(2).
 - Access points to the property from public streets, roads and highways

- The location and size of existing and proposed on-site wastewater systems.

~~(i)(j)~~ The approximate size, use and location of any structures on the property, including wastewater systems. This shall include both existing structures as well as structures that will be built if the permit is approved. The type of wastewater system shall be listed and copies of any existing wastewater operating permits shall be attached.

~~(j)(k)~~ The signature of the property owner his authorized agent and the signature of any potential buyer or lessee or his authorized agent. In the absence of the signature of the owner, the applicant shall attach a written power of attorney signed by the owner.

~~(k)(l)~~ The names and addresses of all property owners owning land within 1,000 feet of the property under consideration for a conditional use permit.

~~(l)(m)~~ The application shall include photographs of the property and existing structures as well as any proposed mobile homes or manufactures structures to be placed on the property.

~~(m)(n)~~ The application shall include the floor plan and front elevation view of any site built structure proposed to be constructed.

~~(n)(m)~~ Failure to provide any of the required material will result in the invalidation of the application.

B. CONDITIONAL USE PERMITS FOR TRANSMISSION FACILITIES

(5) APPLICATION CONTENTS FOR A NEW TRANSMISSION FACILITY AND PERMITTING PROCEDURES

(g) Applicants for a conditional use permit for a transmission facility shall complete and submit to the office of the Boone County Planning and Building Inspection Department 15 a completed applications for a conditional use permit for a transmission facility as prescribed by these regulations, together with publicly recordable notice of intent prescribed by Section (5)(c) of these regulations and applicable conditional use permit fees. The permit approval process for conditional use permits for transmission facilities shall otherwise be the same as for other conditional use permits as specified in SECTION 15 A. of the Boone County Zoning Regulations.

(h) Transmission facility operators possessing conditional use permits for transmission facilities shall at all times comply with these regulations; transmission facility operators which violate these regulations shall be subject to prosecution and/or conditional use permit revocation as otherwise specified in the Boone County Zoning Regulations.

(6) NONIONIZING ELECTROMAGNETIC RADIATION STANDARDS

(a) All transmission facilities shall conform to the relevant sections of the "American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 kHz to 100 GHz". This standard is identified as ANSI-C95.1-1982 and is published by the American National Standards Institute, a copy of which is incorporated herein by reference and is maintained on file in the office of the Boone County Planning and Building Inspection Department.

C. BOARD OF ADJUSTMENT

(1) The County Board of Zoning Adjustment previously created is hereby continued. The Board shall consist of five (5) members, ~~all freeholders~~, and not more than two (2) of whom shall be residents of the incorporated area of the county and not more than one (1) of whom may be a member of the County Planning and Zoning Commission. Members shall be appointed for terms of four years each. Members shall be removable for cause by the County Commission upon written charges and after public hearings. Vacancies shall be filled by the County Commission for the unexpired term of any member whose term becomes vacant.

(2) The Board shall elect its own chairman and shall adopt rules of procedure consistent with the provisions of this ordinance. The ~~Chairman~~person or in his absence, the acting ~~Chairman~~person, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public, and minutes shall be kept of all proceedings and official actions, which minutes shall be filed in the office of the Board and shall be a public record.

(3) Appeals to the Board may be taken by any owner, lessee, or tenant of land, or by a public officer, department, board or bureau affected by any decision of the administrative officer in administering this ordinance. The appeals shall be taken within a period of not more than three months, and in the manner provided by the rules of the Board. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken shall certify to the Board that by reason

of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property.

(4) The Board shall have the following powers:

(a) To hear and decide appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance.

(b) To hear and decide all matters referred to it on which it is required to determine under the regulations of this ordinance as herein provided.

(c) Where by reason of shape or topography or other extra-ordinary or exceptional situation or condition of a specific ordinance would result in peculiar and exceptional difficulties to or exceptional and demonstrable undue hardship upon the owner of the property as an unreasonable deprivation of use as relating to the property, a variance from the strict application of this ordinance provided the relief can be granted without substantial detriment to the public good and without substantially impairing the intent, purpose, and integrity of the Zone Plan as embodied in these regulations and Zoning Map.

(d) To permit, in case of practical difficulty or unnecessary hardship, for a period of two years, the location of a mobile home on a lot.

(e) To permit placement of a singlewide manufactured prior to 1976 on a parcel less than 20-acres in area that does not have any other dwelling unit on the property.

F. Amendments of Regulations

(1) General. The County Commission may, from time to time, on its own motion or on petition after public notice and hearing, as provided below, may revise, modify, or amend the regulations and the districts created by this ordinance; however, such proposed changes shall first be submitted to the Commission for recommendations and report after hearings thereon by the Commission as provided below.

(2) Revision, Modification or Amendment to the Zoning District Map.

(a) Before the adoption of a revision, modification or amendment to the Zoning District Map, the County Commission shall hold at least one public hearing thereon. At least 15 days prior to the public hearing, the Director shall

give notice by certified mail to all owners of any real property located within one-thousand feet of the parcel of land for which the change is proposed and all contiguous land under the same ownership. Additionally, notification shall be provided through publication of a locality map in a newspaper having a daily circulation at least 15 days prior to hearing before the County Commission. All notification costs shall be paid by the applicant prior to the public hearing. No application for revision of the Zoning District Map will be accepted if it is the same or substantially the same as an application submitted within the previous 12 months and which was denied by the County Commission or withdrawn by the applicant after a recommendation has been issued by the Commission.

(b) In case of written protest against any proposed change or amendment, signed and acknowledged by the owners of twenty (20) percent of the frontage within one thousand (1,000) feet to the right or left of the frontage proposed to be changed, or by the owners of twenty (20) percent of the frontage directly opposite, or directly in the rear of the frontage proposed to be altered, or in cases where the land affected lies within one and one-half (1 1/2) miles of the corporate limits of a municipality having in effect ordinances zoning property within the corporate limits of a municipality, made by resolution of the City Council or Board of Trustees thereof, and filed with the County Clerk, the amendment may not be passed except by the favorable vote of ~~all~~ two members of the County Commission.

(c) Before any action shall be taken on a petition submitted under the provisions of this section, the party or parties proposing a change in the district regulations or district boundaries shall deposit with the County Planning Office the rezoning fee established by the County Commission to cover the approximate cost of this procedure and under no condition shall said sum or any part thereof be refunded for failure of the requested change to be adopted by the County Commission. In addition, the applicant shall furnish the names of the adjacent property owners within one thousand (1,000) feet of the ~~proposed change~~ parcel of land for which the change is proposed and all contiguous land under the same ownership and shall pay all mailing costs for notification of these owners.

(d) In cases where the Planning and Zoning Commission recommends denial of a request, the County Commission shall summarily endorse denial action of the Planning Commission unless: (1) the applicant files in the Department office within 72 hours (three working days) following the Planning Commission hearing a notice of appeal to the County Commission stating grounds why the Planning Commission recommendation for denial is in error, and (2) the applicant appears before the County Commission in

person or by representative with written authority of the owner.

(e) In cases where the Planning Commission recommends approval of an application, the County Commission will summarily deny the application if: (1) the applicant does not appear at the County Commission hearing in person or by representative with the written authorization of the owner, and (2) there is opposition to the application expressed in person at the County Commission hearing.

(f) Applications for amendment to the Zoning District Map shall include the following information:

- (1) The name, address and telephone number of the property owner and the potential buyer or lessee of the property. Corporate applicants shall list the names, titles and addresses of the officers and the Board of Directors of the corporation. A copy of the corporate certificate of good standing with the state of Missouri shall be attached.
- (2) A legal description of the property included in the request. Proof of ownership shall be attached to the application.
- (3) The present zoning of the land included in the request.
- (4) The present use of the land included in the request.
- (5) The size of the tract to be rezoned, broken down either by acreage or square feet.
- (6) The zoning district to which the applicant wants property rezoned.
- (7) The zoning of the adjacent land.
- (8) The proposed use of land, should the request to rezone be approved.
- (9) The approximate size and location of any existing structures on the property to be rezoned, including wastewater system. The applicant should also list the approximate size of buildings proposed to be built.
- (10) The reason and justification for the request being submitted.
- (11) A sketch of the tract of land showing the location of existing and proposed structures.

- (12) The signature of the property owner or his authorized agent. In the absence of the signature of the owner, the applicant shall attach a written power of attorney signed by the owner.
 - (13) The names and mailing addresses of all property owners owning land within 1,000 feet of the property under consideration for rezoning and all contiguous property under the same ownership.
 - (14) Failure to provide any of the required material will result in the invalidation of the application.
- (g) An applicant for a change in the Zoning District Map shall have the responsibility to demonstrate to the Planning Commission and the County Commission by competent, substantial evidence that the proposed change in the zoning District Map is justified.

(3) Revision, Modification or Amendment to Text. Before the adoption of a revision, modification or amendment to the text of this ordinance, the Commission shall hold ~~a public hearing in each township affected by the terms of the proposed change~~ at least three public hearings. One hearing will be held in each of the County Commission districts outside of the county seat, and one in the county seat. Fifteen days notice of the time and place of the public hearing shall be published in at least one newspaper having general circulation in the county and notice of such hearing shall also be posted at least fifteen days in advance thereof in one or more public areas of the ~~courthouse~~ county administration building. The hearing may be adjourned from time to time. Within ninety days after the final adjournment of the hearings, the Commission shall make a report ~~and a proposed order~~ on the proposed revisions, modifications or amendments to the County Commission. The County Commission may adopt the ~~order~~ revisions, modifications or amendments with or without change or may refer it back to the Commission for further consideration and report.

23. Character Preservation Overlay District

23.1 Aspects Of Character Preservation Districts: Two Different Purviews. County regulations and policy for Character Preservation Districts shall fall into two separate areas as follows:

23.1.1 The first area is the right-of-way as defined in the *Boone County Road Bridge and Right of Way Regulations*. The Boone County Public Works Department will administer the regulation and policy for the right-of-way portion of the Character Preservation Overlay District.

23.1.2 The second area is defined as the Preservation District, which consists of the privately held land within an established Character Preservation Overlay District. The Boone County Planning and Building Inspection Department will administer the regulations and policy for the Preservation District area.

23.2 Intent and Purpose

The intent of the Character Preservation Overlay District is to identify, preserve and protect the historic, cultural or environmental character of designated areas by insulating them from negative aspects of development. This is accomplished by carefully defining the existing character of the area proposed for designation and guiding what development does occur to insure that it is compatible and consistent with the identified character of the area. Interested property owners in the area that is proposed for designation shall instigate the initiative for the designation.

Careful consideration as to practicable suitability of an area requesting designation with respect to the existing and reasonably assumable future land uses should factor heavily in the decision of whether or not an area should be designated for Character Protection Overlay District status.

Once designated, an overlay district shall be a compelling factor in any decision pertaining to land use decisions, rezoning requests, conditional use permits and other development within the designated area. This is to say Boone County should deny any requests for rezoning, conditional use permits or building permits that are incompatible with or would be detrimental to the nature and character of the overlay district.

23.3 Procedures For Designating A Character Preservation Overlay District

23.3.1 Application. Any Petition for Application for designation of a Character Preservation Overlay District must be submitted to the County Commission through the Director. The Petition for Application shall be on forms provided by the Director and shall include information as required by Section 22.4.1.

23.3.2 The applicants shall work with the Boone County Planning and Building Inspection Department to identify the character of the proposed overlay district and to create a set of development and/or performance standards to be known as Preservation and Character Standards (PCS).

23.3.2.1 At such time as the Preservation and Character Standards have been developed, the applicants shall provide the Director a Petition for Certification of Preservation and Character Standards. The Petition for Certification of Preservation and Character Standards shall be on forms provided by the Director and shall include information as required by Section 23.4.1.

23.3.3 Notice. Following submission of the Petition for Certification of Preservation and Character Standards and at least 15 days prior to the next regularly scheduled Planning and Zoning Commission hearing, the Director shall give notice of the application in the following manner:

23.3.3.1 By certified mail to the owners of all property within the proposed overlay district.

23.3.3.2 By first class mail to the owners of all property within 1000 feet of the boundary of the proposed overlay district.

23.3.3.3 Publication of a locality map in a newspaper having a daily circulation.

23.3.3.4 Publication of a locality map in a newspaper having a weekly or daily circulation in the northern portion of the County if any part of the proposed district lies north of the north boundary of Township 49 North.

23.3.3.5 Publication of a locality map in a newspaper having a weekly or daily circulation in the southern portion of the County if any part of the proposed district lies south of the north line of Township 47 North.

23.3.4 The Planning and Zoning Commission shall hold a public hearing. Following the public hearing, the Commission shall vote on a recommendation to approve, modify, deny or table the request and proposed Preservation and Character Standards. A record of the recommendation shall be forwarded to the County Commission and shall include the wording of the motion and the action taken. In formulating its recommendation, the commission shall make findings consistent with the following criteria:

- Establishment of the district must promote the public good
- Establishment of the district shall not thwart established public policy and/or adopted long range plans
- Establishment of the district shall not result in the creation of redundant regulations where adequate protections already exist
- Establishment of the district shall not prohibit the future improvement of public roadways and utility services or the acquisition of right of way for public roadways and utilities

23.3.5 Upon receipt of a recommendation from the Commission and before adoption of a Character Preservation Overlay District and accompanying Preservation and Character Standards, the County Commission shall hold at least one public hearing thereon. The County Commission may approve, deny or remand the proposal and PCS back to the P&Z Commission for modification. In order to approve a Character Preservation Overlay District the Commission must make findings consistent with the following:

- Establishment of the district must promote the public good
- Establishment of the district shall not thwart established public policy and/or adopted long range plans
- Establishment of the district shall not result in the creation of redundant regulations where adequate protections already exist
- Establishment of the district shall not prohibit the future improvement of public roadways and utility services or the acquisition of right of way for public roadways and utilities

23.3.5.1 In cases where the Planning and Zoning Commission recommends denial of a request, the County Commission shall summarily endorse denial action of the Planning Commission unless the applicant files a Notice of Appeal to the County Commission. The Notice of Appeal must be filed with the Director within 72 hours (three working days) following the P&Z Commission hearing. The Notice of Appeal shall state the grounds why the Planning Commission recommendation for denial is in error. The applicant must appear before the County Commission in person or by representative with written authorization by the applicant.

23.3.5.2 In cases where the Planning Commission recommends approval of an application, the County Commission will summarily deny the application if the following two conditions occur: (1) the applicant does not appear at the County Commission hearing in person or by representative with the written authorization of the owner, **and** (2) there is opposition to the application expressed in person at the County Commission Hearing.

23.4 Application Content, Fees, Costs.

23.4.1 No action on the request will be taken until all of the required information has been submitted. Applications for establishing a Character Preservation Overlay District shall include the following information:

- A Petition for Application on forms provided by the Director. The petition shall contain the following:
- The notarized signatures of the private property owners of at least 75% of the privately owned public road frontage within the proposed district.
- The notarized signatures of at least ~~51~~67% of all private property owners within the proposed district.
- A legal description of the proposed Overlay District prepared by a Missouri Registered Land Surveyor.

- An aerial photograph obtained from the Boone County Assessors Office or Boone County GIS map, if available, showing the boundary of the proposed overlay district and tax parcel boundaries of all properties within the proposed district and within 1000 feet of the proposed district.
- A designated contact person, who will serve as the liaison between the county and the applicants.
- A list of individuals to serve on the PCS development committee. Said committee shall be comprised of at least three but not more than five persons who signed the Petition for Application.
- The name and address and parcel number(s) of all property owners within the proposed overlay district
- The name and address and parcel number(s) of all property owners within 1000 feet of the boundary of the proposed overlay district.
- A certified copy of a County Commission Order designating all public roads within the proposed overlay district to be in the “Adopt a Road” program. The required signage can be waived if it is not consistent with the Character and Preservation Standards of the established district.

23.4.2 Fees. The applicant shall submit a fee of \$150 with the application.

23.4.3 Costs. The applicant shall be responsible for the costs of all required public notice and the preparation of the application materials including but not limited to all required surveys and property descriptions.

23.5 Procedures For Vacation (Removal) Of The Overlay District:

Removal of a designated Character Preservation Overlay District shall be accomplished by the same procedures as followed to establish the overlay district. Additionally, the County Commission shall have the authority, after a public hearing, to remove the district status if it determines the

districts character has changed to the extent that it no longer possesses the nature and character originally intended.

23.6 Protection District Regulations and Standards:

23.6.1 All development within a Character Preservation Overlay District must conform to the Preservation and Character Standards adopted for the district.

23.6.2 All subdivision proposals and commercial or industrial developments must be developed as planned developments.

23.6.3 Public improvements and construction within the Character Preservation Overlay District shall conform to the Character Preservation Standards to the highest degree practicable. To that extent, the Boone County Department of Public Works or other governmental agency shall consult with the Department of Planning and Building Inspection regarding the design of any project proposed to be constructed within a Character Preservation Overlay District.

23.6.4 Standards for Commercial & Industrial Properties within the Protection District may include but are not limited to the following:

23.6.4.1 The following areas shall be screened from public view:

- Loading areas
- Waste collection and storage areas
- Areas used for storage of materials or equipment
- Parking areas

23.6.4.2 Screening shall be achieved through the use of evergreen trees or privacy fence. Evergreen trees used for screening purposes shall have a minimum diameter of 3 inches, planted every 6 feet. The owner shall replace dead or dying trees within the next growing season.

23.6.4.3 Outdoor lighting in areas zoned for Commercial or Industrial use shall be limited to heights less than 25 feet. Lighting shall be positioned such that the illuminated area will not extend beyond the property line.

23.6.4.4 Billboards shall not be permitted within the Protection District.

23.6.4.5 Properties zoned for Commercial or Industrial use shall not use lighted signage. The permitted signage for the area shall be limited to a single identifying sign no larger than 4' by 8' and must meet setback requirements for the district in which it is located.

24. AIRPORT APPROACH AND DEPARTURE DISTRICT

The purpose of the Airport Approach and Departure District is: (1) to protect the public health, safety, and welfare of property owners within airport hazard areas and noise sensitive areas; (2) to enhance compatibility between the Columbia Regional Airport and surrounding land use; and (3) to protect Columbia Regional Airport from encroachment of incompatible development. The Airport Approach and Departure District map, adopted herein by reference, shall serve as an overlay district that applies additional standards and requirements to properties located within the underlying zoning district. In case of conflicting standards and requirements, the more restrictive shall apply.

24.1 Permitted Uses for the A-1 and A-2 District:

Agricultural activity which shall include greenhouses and nurseries.
 Roadside stands for the sale of agricultural products produced on the premises.
 Open space and natural areas
 Single-family dwellings located on lots meeting the minimum lot size of the zoning district.
 Home Occupation (excluding Family or Group Day Care).

Conditional Uses:

Any use that is not specifically listed as a permitted use when it is determined that said use meets the purpose of this district including, but not limited to, the following:

Kennel
 Animal boarding and training facility
 Cemetery, human or animal, or enlargement of existing cemetery.
 Agribusiness
 Sewage lagoon or mechanical treatment plant where not approved under County Subdivision regulations.
 Transmission facility not having a transmission tower; providing it can be shown that it will not create electrical interference with navigational signals or radio communication between the airport and aircraft.

24.2 Permitted uses for the A-R, R-S, R-D and R-M districts:

Agricultural activity which shall include greenhouses and nurseries.
 Roadside stands for the sale of agricultural products produced on the premises.
 Open space and natural areas
 Single-family dwellings located on lots containing 2.5 acres or more.
 Home Occupation (excluding Family or Group Day Care).
 Golf course (excluding miniature course or driving range) operated during daylight hours only.

Single-family dwelling on a lot smaller than 2.5 acres provided that it is a lot of record as defined by the zoning regulations.

Conditional uses for the A-R, R-S, R-D and R-M districts:

Any use that is not specifically listed as a permitted use when it is determined that said use meets the purpose of this district including, but not limited to, the following:

Sewage lagoon or mechanical treatment plant where not approved under County Subdivision regulations.

Public building erected by any governmental agency.

24.3 Commercial and Industrial land uses:

Requests for Commercial or Industrial zoning of land falling within the Airport Approach and Departure District are required to be Planned Developments conforming to all requirements of Section 6 of the Zoning Ordinance in addition to the requirements of the Airport Approach and Departure District.

24.4 Prohibited Uses:

Any use not specifically listed in this district as a permitted use or listed as a conditional use is considered a prohibited use. Additionally, the following uses are expressly prohibited in this district:

Mobile Home.

Mobile Home Park.

Race tracks.

Dwelling structures designed for more than one family.

Hospitals.

Nursing homes or retirement centers.

School, public or private.

Structures used for public assembly.

Nursery, pre-school or Day Care Center.

Sanitary landfill.

Any use that will create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike

hazards, or otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft intending to use the airport.

24.5 Development Standards and Requirements

The following development standards and requirements shall apply to all proposed uses and structures unless specifically exempt.

24.5.1 Whenever buildings are to be located within the 65 Ldn or higher noise contour, measures to achieve an interior noise level reduction of 25 decibels must be incorporated into the design and construction of portions of said buildings which are noise sensitive including, but not limited to, areas designed for sleeping, areas where the public is received, office areas, public assembly areas and other areas where people work or congregate. The location of the 65 Ldn and other noise contours shall be as shown on the official zoning map as depicted by the Columbia Regional Airport FAR Part 150 Noise Compatibility Study, which is adopted by reference.

24.5.2 Whenever an application for a building permit, change of zoning or conditional use permit within this district shall be requested by a property owner, Boone County shall within five (5) days of receiving said request submit a copy of the application to the Manager of the Columbia Regional Airport, who shall provide a written recommendation within ten (10) days of receipt.

24.5.3 The application for a building permit, change of zoning or conditional use permit shall include the following information:

24.5.3.1 A site development plan drawn to scale which shows the location of all existing and proposed buildings and structures on the property and the location of the existing and projected 65 Ldn and higher noise contours.

24.5.3.2 A description of the subject property and its total acreage, the proposed development or use of the site, and the uses intended to occupy each building or structure on the site.

24.5.3.3 The site development plan shall be reviewed and recommendations made to the applicant using the following criteria:

24.5.3.3.1 Buildings and structures should be located the greatest distance from the centerline of the runway (extended) as is practical and should be oriented to take

maximum advantage of natural topography to minimize exposure to the noise.

24.5.3.3.2 Building openings, such as windows, should be faced away from the centerline of the runway (extended). Landscaping materials should be used to deflect noise.

24.6 Avigation Easement.

Prior to receiving approval of a building permit, the applicant shall convey to the Columbia Regional Airport an avigation easement permitting the right of flight in the airspace above the subject property. Such easement shall be provided in a form prescribed by Boone County in consultation with the Columbia Regional Airport and shall be recorded on the title of the subject property. All recording fees shall be paid by the City of Columbia.

24.7 Exemptions.

The provisions of this ordinance shall not apply to the following uses when permitted by the underlying district:

24.7.1 Uses existing on the effective date of this ordinance shall not be required to change in order to comply with these regulations; provided however, the nonconforming use requirements of the zoning ordinance shall apply.

24.7.2 Temporary uses with a period of operation not exceeding five days. An extension of the time period may be approved when deemed reasonable and appropriate.

24.7.3 Temporary or accessory buildings and structures not used for habitable purposes, which are incidental to a permitted use.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

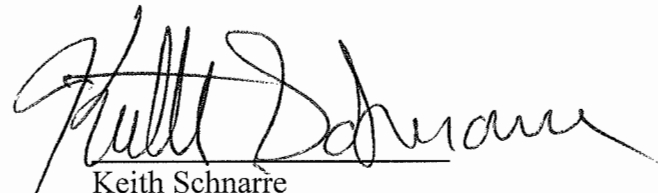
December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 30th day of December 20 03

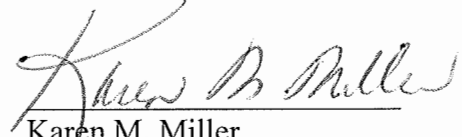
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the recommendation from the Purchasing Department to award the University of Missouri cooperative contract H041703 with SG Adams for Office Supplies Term and Supply. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

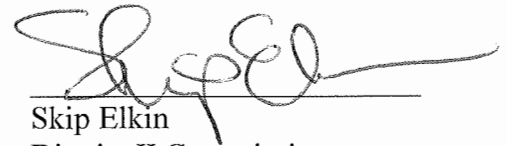
Done this 30th day of December, 2003.



Keith Schnarre
Presiding Commissioner

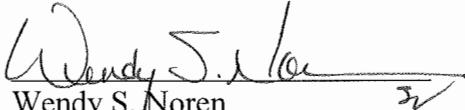


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

579-2003

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 16, 2003
RE: H041703 – Office Supplies Term and Supply

The Purchasing department compared three office supply contracts against our contract with Boise which expires on December 31, 2003. We compared the University of MO contract with SG Adams, the Office Depot contract with U.S. Communities and the Corporate Express contract with the State of Missouri. We pulled out approximately 10% of the items we use including paper. SG Adams was significantly lower. We are recommending that we purchase the County's office supplies from the cooperative contract which was bid by the University of Missouri and awarded to SG Adams.

This is a Term and Supply contract which will run through December 31, 2004. There are nine, one-year renewals on this contract.

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

att: bid comparison

cc: Bid File

Boise Reporting Period: January 2003 - August 2003

Product Description	Product #	MANF.	Unit of Measure	Quantity Used Per 8- Months	Boise Avg unit price (current contract)	Boise Total	SG Adams Cost (University Contract)	SG Adams total cost	Office Depot (U.S. Communities Contract)	Office Depot Total Cost	Corporate Express (State Contract)	Corporate Express Total Cost
BNDR,RNG,11 X 8.5,3"BK	344-49NLH	ACCO	EA	85	4.47	477.36	4.52	384.20	4.52	384.20	2.92	248.20
INK JET CTG,TRI-COL,CYAN,MGNTA,YEL)NO.78	C6578AN	HEWLET	EA	6	51.90	341.06	26.52	159.12	26.52	159.12	56.84	341.04
PKT,FILE,EXP,5.25"LTR	1534G-OX	ESSELT	CT	6	10.72	321.60	11.94	71.64	5.12	30.72	53.60	321.60
FOLDER,LTR,STR,MLA,100BX	R752	ESSELT	CT	5	11.78	294.45	3.00	15.00	10.84	54.20	4.44	22.20
CTG,DESKJET,850C,855,BK	51645A	HEWLET	EA	10	25.59	277.83	23.37	233.70	19.80	198.00	17.25	172.50
PAD,NOTE,3X3,ASST COLORS	654-AST	3M	PK	26	3.55	227.74	3.89	101.14	3.28	85.28	27.78	722.28
PAD,LGL,RDL,CA,8.5X113/4	C811CP	HIGHMA	DZ	33	6.55	212.75	4.99	164.67	12.76	421.08	8.76	289.08
POST-IT,4X6,SUNBRITE,3PK	660-3SB	3M	PK	40	1.66	204.48	1.29	51.60	4.80	192.00	6.45	258.00
ENVELOPE,COMM,4X10,24#	E345-10	HIGHMA	BX	34	6.02	198.48	1.99	67.66	4.82	163.88	5.11	173.74
CLOCK,ATOMIC,12",BK	67300300	NIB	EA	6	32.25	193.50	17.76	106.56	32.98	197.88	74.46	446.76
CARTRIDGE,TONER,LXMK4049	BCBO49M	PLATCH	EA	2	32.25	192.22	24.67	49.34	208.45	416.90	99.00	198.00
CAL,8DIGIT,JUMBO#,BK	HC127	AURORA	EA	17	14.99	191.08	13.00	221.00	10.43	177.31	2.20	37.40
TAPE,MAGIC,#810,3/4X1296	810-1296-3/4	3M	RL	96	1.99	190.62	0.29	27.84	1.42	136.32	1.43	137.28
REFILL,UNIBALL,IMPACT,BK	65803	FABERC	EA	336	0.53	189.60	0.33	110.88	0.66	221.76	0.48	161.28
FILE,STOR,LTR/LGL,CTN12	00703CT	FELLO	CT	4	3.73	178.80	0.66	2.64	3.96	15.84	1.59	6.36
CALC,BUSS,PRT,12DGT	QS-2760H	SHACOR	EA	1	156.75	156.75	59.00	59.00	90.75	90.75	68.45	68.45
TONER,LSR,10KYLD,4000/4050	C4127X	HEWLET	EA	1	119.22	153.29	99.44	99.44	101.75	101.75	111.00	111.00
PENCIL,GOLF,3.5",#2HB	97245	POINTE	GS	24	6.19	148.56	0.99	23.76	2.97	71.28	5.04	120.96
JACKET,FILE,LTR,2",50/C	S11321	SJPAPE	CT	10	11.75	146.30	5.03	50.30	9.24	92.40	14.66	146.60
POST-IT,CUBE,3X3,ULTRA	2027	3M	EA	44	3.07	145.52	3.89	171.16	3.28	144.32	2.76	121.44
FOLDER,1/3,11 MLA,LTR	C113-1A	HIGHMA	BX	30	4.89	145.20	5.28	158.40	9.02	270.60	1.55	46.50
FILM,CORRCTN,DISPSBL	066-04	GILLET	EA	82	1.72	144.47	1.59	130.38	1.15	94.30	0.29	23.78
PEN,ROLLING,PRECISEV7,BK	35346	PILOT	EA	132	0.96	142.92	0.90	118.80	0.83	109.56	0.82	108.24
CARTRIDGE,PRNT,BK,DSKJET	51626A	HEWLET	EA	5	25.59	142.57	23.37	116.85	14.85	74.25	23.03	115.15
PPR,FILL,16LB,COL,500	97621	HIGHMA	PK	19	7.16	139.29	2.04	38.76	6.74	128.06	2.10	39.90
LABEL,ADD,LSR,1X2 5/8 3K	5160	AVERY	BX	6	22.63	135.78	30.00	180.00	5.47	32.82	23.65	141.90
PAD,LGL RULD,PERF,LGL,WE	7573	TOPS	DZ	4	35.71	127.22	3.99	15.96	9.45	37.80	31.62	126.48
INDEX,LEGAL,1-10,SIDE,WE	11381	AVERY	ST	70	1.72	120.40	0.60	42.00	3.69	258.30	2.11	147.70
LABEL,FILE,PERM,WE,248PK	5202	AVERY	PK	57	2.02	115.14	3.05	173.85	2.17	123.69	2.72	155.04

TONER,RICOH,330GM CTG	887141	RICOH	EA	6	18.18	109.08	24.94	149.64	49.50	297.00	25.38	152.28
STAPLER,ELEC,15-CAP,BK	97436	HIGHMA	EA	4	24.60	108.80	51.00	204.00	73.70	294.80	1.84	7.36
CTG,LSRJ,CLR,LJ4500,CYN	C4192A	HEWLET	EA	1	105.69	105.69	105.69	105.69	95.62	95.62	104.30	104.30
TONER,LSJ 4500,YELLOW	C4194A	HEWLET	EA	1	105.69	105.69	105.69	105.69	95.62	95.62	104.30	104.30
ENVELOPE,INTER-DPT,10X13	J32-97-ID	HIGHMA	BX	9	10.98	98.10	9.56	86.04	20.74	186.66	19.37	174.33
Paper 8.5 X 11 Xerox	P1-OX9001		RM	500.5	2.39	1,196.20	2.19	1,096.10	2.93	1,466.47	2.93	1,466.47
Paper 8.5 X 14 Legal	P1-OX9004		RM	60	3.06	183.60	3.04	182.40	6.05	363.00	4.61	276.60
Paper 11 X 17	P1-OX9007		RM	27	4.82	130.14	10.16	274.32	4.84	130.68	6.86	185.22
Paper 8.5 X 11 Color	P1-MP2004		RM	50	3.24	162.00	2.74	137.00	4.67	233.50	3.92	196.00
						\$7,854.28		\$5,486.53		\$7,647.72		\$7,675.72
						Boise		SG Adams		Office Depot		Corporate Express

**PURCHASE AGREEMENT
FOR
OFFICE SUPPLIES TERM AND SUPPLY**

THIS AGREEMENT dated the 30 day of DECEMBER 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SG Adams Office Solutions, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Office Supplies Term and Supply in compliance with all bid specifications and any addendum issued for the University of Missouri Contract **H041703**, as well as the Vendor's response dated April 11, 2003 and executed by John Vasquez on behalf of the Vendor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the University of Missouri Contract H041703 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to furnish and deliver office supplies to the County as needed by the County during the contract period under the terms and conditions contained in this agreement. Vendor agrees that all office supplies from the full line catalog shall be provided at the Tiered Discount Schedule detailed on the University of Missouri Pricing Plan on the SG Adams Percent Discount from their List Catalog.xls, a copy of which is maintained in the Boone County Purchasing department and made a part herein by reference.

3. **Delivery** - Vendor agrees to furnish and deliver office supplies as needed to various Boone County locations FOB destination, inside desktop delivery, on a next day basis. "Next day" shall be defined as orders received by 3:00 p.m. central time by the Contractor, will be delivered to the County customer prior to 5:00 p.m. the next working day. Delivery shall be made free of charge regardless of the amount of order. Delivery shall be made at the location of the ordering department. Only persons authorized in writing by County elected officials and department heads may place orders and County assumes no responsibility for unauthorized orders. Any items not conforming to bid specifications may be rejected by County, whether at the time of delivery or at any time prior to use, and returned to Vendor at Vendor's expense.

4. **Contract Period** - This agreement shall commence on February 1, 2004 and extend through December 31, 2004 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for nine 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.

5. **Billing and Payment** - Vendor agrees to bill County by invoice no more than once per month and each monthly billing shall contain a department by department itemization for orders placed by each county department. Billings may only include the prices listed in the vendor'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 Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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.

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

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

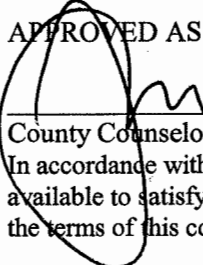
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SG ADAMS OFFICE SOLUTIONS INC.

by _____

title _____

APPROVED AS TO FORM:



County Counselor

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

No Encumbrance Required - Term 1/2 Supply KF 12/17/03
Signature _____ Date _____

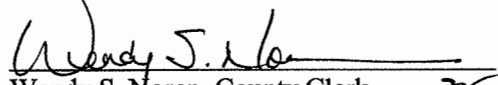
BOONE COUNTY, MISSOURI

by: Boone County Commission



Keith Schnarre, Presiding Commissioner

ATTEST:



Wendy S. Noren, County Clerk

County-Wide Term and Supply

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 03

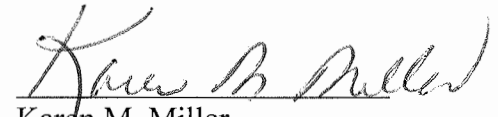
In the County Commission of said county, on the 30th day of December 20 03

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

Now on this day the County Commission of the County of Boone does hereby approve the renewal of the attached Sole Source contracts through December 31, 2004.

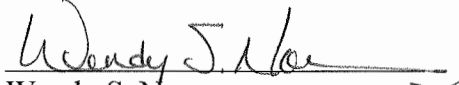
Done this 30th day of December, 2003.


Keith Schnarre
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

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

580-2003

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 17, 2003
RE: Sole Source Renewals for 2004

Attached is the 2004 Sole Source Approval spreadsheet. Purchasing is requesting that the attached *on-going* sole source items be renewed for another year, ending on December 31, 2004.

ATTACHMENT: 2004 Sole Source Spreadsheet

cc: Sole Source File

2004 SOLE SOURCE APPROVAL

Vender Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
ACC Alarm Communication Cener	Facilities Maintenance	Service Contract on alarm system for various locatons throughout the County. Covers maintenance and parts for existing equipment and upgrades as needed.	On-Going	1/24/02 - Karen Miller	\$1,680.00	Yes - C.O. 47-2003	11-123102 (renewed through 12/31/03)
Accutime Corporation	Public Works	Time Clock with Software	On-Going on Maintenance	4/18/02 - Karen Miller	\$2,150	Yes	20-071502 (renewed through 12/31/03)
Al Scheppers Motors, Inc	Public Works	International DT466 Engine Parts and Castrol TranSynd Synthetic 50W Oil which is not available on the open market	On-Going	12/18/2001 - Karen Miller	\$0.00	Yes	06-123102 (renewed through 12/31/03)
Bar G Ozark Inc.	Public Works	Auto/Heavy Truck Engine and Transmission Service and Repair for Specialized Evacuation and Flushing Equipment	On-Going	12/30/03 - Karen Miller	Term & Supply	Yes	30-123103
C&C Group (used to be Invensys Building Ssytems)	Facilities Maintenance	Temperature control system Service Agreement for HVAC located at the Boone County Court House to monitor existing Invensys's equipment.	On-Going	4/18/02 - Karen Miller	\$4,327.00	Yes	18-123102 (renewed through 12/31/03)
CarteGraph	Public Works	Upgrade to existing PW software	One-time on initial purchase and on-going on maintenance	1/23/02 - Karen Miller	\$21,210.00	Yes	12-123102 (renewed through 12/31/03)
Centurytel	Purchasing Dept	Local Telephone Service	On-Going	11/21/2001	\$0.00	Yes - 526-2001	05-083104
City Of Columbia	Non-Departmental	Parking @ Armory & Washbash	On-Going	1/14/2002	\$0.00	Yes - C.O. 47-2003	10-123102 (renewed through 12/31/03)
Crown Power & Equipment Company	Public Works	OEM Parts for Case Backhoes and Wheel Loaders	On-Going	10/1/02 - Skip Elkin	Term & Supply	Yes	27-123102 (renewed through 12/31/03)
DMG-Maximus Inc.	Auditor	Indirect Cost Plan	On-Going	Professional Service per June Pitchford	\$6,300.00	Yes - 132-2001	N/A

Election Systems & Software, Inc.	Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02	\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through 12/31/03)
ESRI - Kansas City	Assessor	ESRI Software for GIS System	On-Going	State Contract #C202051001 for maintenance -exp. 2/29/04	9128.37(purchase) \$4,900 (maintenance)	Original purchase from State Contract C800664001	19-123102 (renewed through 12/31/03)
GW Van Keppel	Public Works	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001	\$0.00	Yes	07-123102 (renewed through 12/31/03)
Interface Sign Systems, Inc.	13th Judicial Circuit Court	Signage for Boone County Courthouse	On-Going	12/5/03 - Skip Elkin	\$775.00	Yes	42-123104
Integrated Solutions Group	Information Technology	Network Core Switch	On-Going	11/14/03 - Skip Elkin	\$31,666.97	Yes	40-123103
Integrated Solutions Group	Information Technology	Network Security Hardware and Software Maintenance	On-Going	11/14/03 - Skip Elkin	\$5,663.19	Yes	41-123103
I/IX Information Technology Solutions, Inc.	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	On-Going	11/21/02 - Don Stamper - Commission Order 489-2002	\$6,700.00	Yes - CO 489-2002	29-123103
Jefferson City Oil Company	Public Works	Diesel Fuel in northern Boone County	On-Going	Karen Miller - 10/24/02	Term & Supply	Yes	28-123103
JPS Communications, Inc.	Sheriff's Department	Intelligent Interconnect System	On-Going for Upgrades	Karen Miller - 4/26/03	\$11,795	Yes	32-123103
Knapheide Truck Equipment Company	Public Works	Parts and Repairs for Heavy Equipment	On-Going	2/5/02 - Karen Miller	Term & Supply	Yes	13-123102 (renewed through 12/31/03)
Nextel Communications	Public Works	Wireless Web - Cell Phone Connection for Vehicle GPS System and maintenance and supplies for this equipment	On-going	5/12/03 - Karen Miller	Monthly charges - varies	Yes - Commissioner Miller - 5/12/03	34-123104
Novell MLA - World Wide Technology	Information Technology	Software Upgrade Assurance and Maintenance	On-Going	4/18/01 - Karen Miller	\$14,395 & \$14,540.60	State Contract C800664001	02-073102
Orbital	Public Works	GPS-based Fleet Management System and repair and replacement parts of equipment	on-going	5/12/03 - Karen Miller	\$1,680.00	Yes - Commissioner Miller - 5/12/03	33-123104 (renewed through 7/31/04)
Roland Machinery Co.	Public Works	Parts and Repairs for Kamatsu Wheel Loader and Galion Motor Grader	on-going	9/11/02 - Karen Miller	Term & Supply	Yes	26-123103

Simplex/Grinnell	Facilities Maintenance	Life Safety Service Agreement for alarms at jail. (Has Contract that needs to be signed by Commission)	On-Going	3/11/02 - Karen Miller	\$9,057.00	Yes - agreement w/vendor terms & conditions - C.O. 47-2003	16-123102 (renewed through 12/31/03)
Snap-On Diagnostics	Public Works	Upgrade to existing software for Snap-On Shop Keys Diagnostics	On-Going	3/15/02 - Karen Miller	\$2,905.00	Yes - C.O. 47-2003	17-123102 (renewed through 12/31/03)
Structural Preservation Systems	Public Works	Carbon Fiber Strengthening of Bridges	On-Going	6/3/02 - Karen Miller	\$91,025.00	Yes	22-123102 (renewed through 12/31/03)
Tech Electronics	Court of Administrator	Alarm Monitoring	On-Going	6/29/2001	\$0.00	Yes - C.O. 47-2003	03-123102 (renewed through 12/31/03)
Tri-State Construction	Public Works	Parts for Motorgrader	On-Going	12/18/2001	\$0.00	Yes	08-123102 (renewed through 12/31/03)
Vermeer Sales & Service	Public Works	Repair parts for Vermeer Wood Chipper	On-Going	2/21/03 - Karen Miller	On-going	Yes	31-123104
West Group	Boone County Counselor	Online Legal Services	On-Going	1/9/2002	\$280.00	Yes	09-010903
Word-Tech Business Sys.	County Assessor	Optika eMedia Upgrade	On-Going	4/19/2001	\$5,527.50	Yes	01-043002 (renewed through 12/31/03)
World Wide Web & other state contracts	Information Technology	Computers & Peripherals	On-Going	11/15/2001	\$0.00	Yes 523-2001	04-123102 (Renewed through 12/31/03)
Blue: Last number used							

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 30th day of December 20 03

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

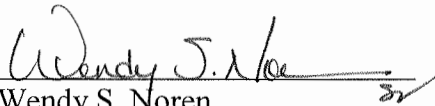
Now on this day the County Commission of the County of Boone does hereby award bid MM40 for Hot Bituminous Asphalt as follows:

- APAC for all items responded to as well as delivery costs
- Line item 3B to QPR for the high performance cold patch

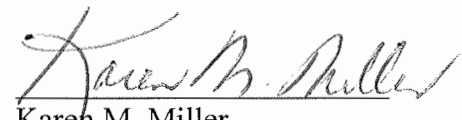
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

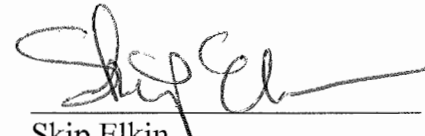
Done this 30th day of December, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

581-2003

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: MM40 – Hot Bituminous Asphalt
DATE: December 19, 2003

The Mid-Missouri Public Purchasing Committee has reviewed the bid responses and recommends a multiple vendor award. We recommend award to APAC for all items responded to as well as delivery costs. We also recommend award of Line item 3B to QPR for the high performance cold patch. The budgeted amount for Boone County is \$65,735.00. The bid tabulation is attached.

BID TABULATION
MM40 - HOT BITUMINOUS ASPHALT

		<u>ANALYSIS PER TON DELIVERED</u>				
	Vendor	APAC	APAC	APAC	APAC	APAC
	APAC	Delivered Price per ton B mix	Delivered Price per ton C mix	Delivered Price per ton D mix	Delivered Price per ton Cold Mix A	Delivered Price per ton Cold Mix B
1	Plant Mixed Hot Asphalt, F.O.B. Plant	Cost Per Ton				
	A "B" Mix	\$27.00				
	B "C" Mix	\$27.00				
	C "D" Mix	\$27.00				
2	Delivery costs, additional to F.O.B. prices above:					
	NW Quadrant					
	Zone 1	\$1.77	\$28.77	\$28.77	\$28.77	\$41.77
	Zone 2	\$1.94	\$28.94	\$28.94	\$28.94	\$41.94
	Zone 3	\$2.55	\$29.55	\$29.55	\$29.55	\$42.55
	Zone 4	\$3.25	\$30.25	\$30.25	\$30.25	\$43.25
	Zone 5	\$3.80	\$30.80	\$30.80	\$30.80	\$43.80
	NE Quadrant					
	Zone 1	\$1.77	\$28.77	\$28.77	\$28.77	\$41.77
	Zone 2	\$1.94	\$28.94	\$28.94	\$28.94	\$41.94
	Zone 3	\$2.55	\$29.55	\$29.55	\$29.55	\$42.55
	Zone 4	\$3.48	\$30.48	\$30.48	\$30.48	\$43.48
	Zone 5	\$3.98	\$30.98	\$30.98	\$30.98	\$43.98
	SW Quadrant					
	Zone 1	\$3.09	\$30.09	\$30.09	\$30.09	\$43.09
	Zone 2	\$3.36	\$30.36	\$30.36	\$30.36	\$43.36
	Zone 3	\$3.98	\$30.98	\$30.98	\$30.98	\$43.98
	Zone 4	\$4.63	\$31.63	\$31.63	\$31.63	\$44.63
	Zone 5	\$5.25	\$32.25	\$32.25	\$32.25	\$45.25
	SE Quadrant					
	Zone 1	\$2.40	\$29.40	\$29.40	\$29.40	\$42.40
	Zone 2	\$2.84	\$29.84	\$29.84	\$29.84	\$42.84
	Zone 3	\$3.89	\$30.89	\$30.89	\$30.89	\$43.89
	Zone 4	\$4.48	\$31.48	\$31.48	\$31.48	\$44.48
	Zone 5	\$5.09	\$32.09	\$32.09	\$32.09	\$45.09

3	Cold Mix Asphalt	APAC	QPR Capital Quarries, Holt Summit
A	Cold-mix w/anti stripping agent. Approximately 400 tons	\$40.00	NB
	Cost per ton at Plant		
B	UPM Cold Mix (Unique Paving Materials) Approximately 500 tons	\$75.00	\$69.00
	Cost per ton at Plant		
	Cooperative Delivery Date	Yes 72 hours	Yes 24 hours

**PURCHASE AGREEMENT
FOR
HOT BITUMINOUS ASPHALT**

THIS AGREEMENT dated the 30 day of DECEMBER 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and APAC Missouri, 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 agreement for Hot Bituminous Asphalt, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Hot Bituminous Asphalt, bid number MM40, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by Timothy B. Paulson, Vice President). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the office of the Boone County Clerk and/or Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Hot Bituminous Asphalt when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response within seventy-two hours (72 hours).
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending December 31, 2004.
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 ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

APAC Missouri, Inc.

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

M

County Counselor

Wendy S. Noren

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) incurred by this contract. (Note: Certification of this contract is not required if the terms of the contract do not result in a measurable county obligation at this time.)

<i>no encumbrance required</i>	<i>12/22/03</i>	Term/Supply
Signature	Date	Appropriation Account

**PURCHASE AGREEMENT
FOR
HOT BITUMINOUS ASPHALT**

THIS AGREEMENT dated the 30 day of, DECEMBER 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and QPR, Division of LaFarge, 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 agreement for Hot Bituminous Asphalt, Mid-Missouri Public Purchasing Cooperative Request for Quotation for Hot Bituminous Asphalt, bid number MM40, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding and General Provisions as well as bid specifications and bid sheets completed by Contractor (signed by John Buchanan). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the office of the Boone County Clerk and/or Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions, shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Item 3B – QPR, high performance cold patch, when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed from the commencing date of the contract and ending December 31, 2004.
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 ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, 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.

QPR, DIVISION OF LAFARGE

BOONE COUNTY, MISSOURI

by _____
title _____

by Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counsel

Wendy S. Noren
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) incurred by this contract. (Note: Certification of this contract is not required if the terms of the contract do not result in a measurable county obligation at this time.)

<i>no encumbrance required</i>	<i>12/22/03</i>	Term/Supply
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 30th day of December 20 03

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

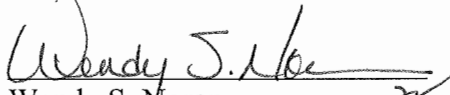
Now on this day the County Commission of the County of Boone does hereby award bid 77-16DEC03 for Mechanic Services Term and Supply as follows:

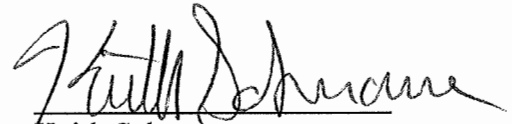
- Primary Supplier: Crown Power and Equipment Company
- Secondary Supplier: Tri-State Construction Equipment Company

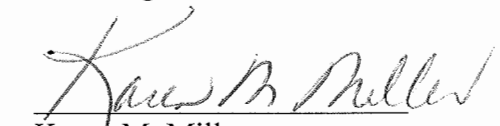
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

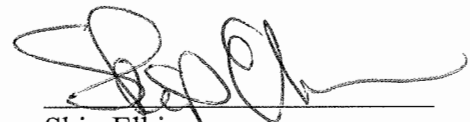
Done this 30th day of December, 2003.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

582-2003

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 19, 2003
RE: 77-16DEC03 – Mechanic Services Term and Supply

The Bid for Mechanic Services Term and Supply was issued on November 19, 2003 and closed on December 16. Two bids were received. Upon the completion of the bid evaluation, the Public Works department recommends awarding a contract to both bidders as follows:

Primary supplier award to Crown Power and Equipment Company. This vendor will be used to provide service for both heavy equipment and trucks. Crown Power and Equipment is centrally located in Boone County and has offered the lowest bid price.

Secondary supplier award to Tri-State Construction Equipment Company. Tri-State's location will be the most economical for a service emergency in southern Boone County.

This is a Term and Supply contract for the period January 1, 2004 through December 31, 2004 and may be renewed for two additional one-year periods. Invoices will be paid out of organization 2040 – Public Works Maintenance Operations, account 60200 – Equipment Repairs/Maintenance. \$10,000 per year is budgeted for this service.

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

att: bid tabulation

cc: David Mink, Public Works
Bid File

Bid Tabulation

77-16DEC03 - Mechanic Services Heavy Equipment and Trucks - Term & Supply

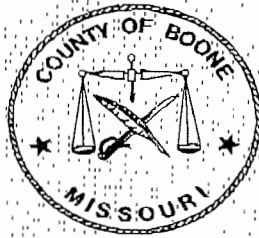
			Tri-State Construction Equipment Co.	Crown Power and Equipment Co.
4.7.2.	Item	Description	Unit Price	Unit Price
	Our bid is for the following:			
		Heavy Equipment Service Only	X	
		Truck Repair Service Only		
		Both Heavy Equipment and Truck Repair Service		X
	1	Material/Parts (Total Cost plus%) \$0-\$749.	Deere List	MSRP
	2	Material/Parts (Total Cost plus%) \$750-\$4,499	Deere List	MSRP
	3	Material/Parts (Total Cost plus%) \$4,500-& up.	Deere List	MSRP
	5	Standard Mechanic Labor Rate Per Hour	\$68.00/hour; \$75.00/hour in the field; \$85.00/hr. overtime; \$95.00/hr. holiday time	\$70.00/hour
		Name of Flat Rate Manual Used for Costing Services	N/A	Realttime and OEM
	6	Flat Mechanic Service Labor Rate (Straight Time)	N/A	\$67.50/hour
	7	Flat Mechanic Service Labor Rate (Nights & Weekends)	N/A	\$77.50/hour
	8	Flat Mechanic Service Rate (Holidays)	N/A	\$80.00/hour
	9	Service Call Mileage Charge for equipment located throughout the county	\$1.25/mile plus \$50/hr.	\$25.00/Zone Charge
4.9.		Call Response Time: After notification of County	4 hours	2 hours
4.12.		Maximum % Increase for 2nd Contract Period	3%	0%
		Maximum % Increase for 3rd Contract Period	5%	5%
4.13.		Coop	Yes	Yes
		Addendum #1 Returned?	Yes	Yes

No Bids

Crossroads Chevrolet

Boone County Public Works

Chip Estabrooks
Manager
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515
FAX (573) 875-1602
cestabrooks@boonecountymo.org

Date: December 18, 2003

To: David Mink, Melinda Bobbitt

From: Chip Estabrooks

Subject: Mechanic Services Bid #77-16DEC03

I recommend that the Bid be awarded to both bidders for the following regions:

Primary Bid awarded to Crown Power and Equipment because they will provide service to both the heavy equipment and trucks. Crown is centrally located in Boone County and has offered the lowest bid price.

Secondary Bid awarded to Tri-State. Tri-States location will be the most economical for a service emergency in southern Boone County.

582-2003

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES TERM AND SUPPLY
PRIMARY SUPPLIER**

THIS AGREEMENT dated the 30 day of DECEMBER 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crown Power and Equipment 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 **Mechanic Services - Heavy Equipment and Trucks - Term and Supply**, County of Boone Request for Bid, bid number **77-16DEC03**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One as well as the Contractor's bid response dated December 1, 2003 and executed by Edwin Rowland on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum Number One and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2004 and extend through December 31, 2004, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Heavy Equipment and Trucks as identified and responded to in the Contractor's Response Form. Service will be provided as required 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 the County. Crown Power and Equipment Company shall act as the primary supplier and shall furnish Mechanic Services for the County. The Contractor agrees to respond by phone within two hours after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

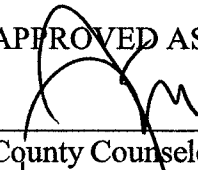
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

CROWN POWER AND EQUIPMENT CO.

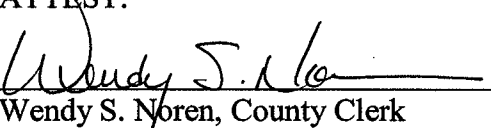
BOONE COUNTY, MISSOURI

by Edwin Rowland
 title Service Manager
 address 1881 Prathersville Rd
Columbia, Mo 65202

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

APPROVED AS TO FORM:


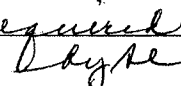
 County Counselor

ATTEST:


 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 create a measurable county obligation at this time.)

Public Works Term and Supply 2040/60200

no encumbrance required 12/22/03
 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

October 6, 2004

Edwin Roland
Crown Power and Equipment Co.
1881 Prathersvill Rd.
Columbia, MO 65202

 **COPY**

RE: 77-16DEC03 – Mechanical Services Heavy Equipment Term & Supply

Dear Mr. Roland:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 1, 2004, 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, 2005. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

587-2003

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES TERM AND SUPPLY
SECONDARY SUPPLIER**

THIS AGREEMENT dated the 30 day of DECEMBER 2003 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment 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 **Mechanic Services – Heavy Equipment and Trucks - Term and Supply**, County of Boone Request for Bid, bid number **77-16DEC03**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum Number One as well as the Contractor's bid response dated December 8, 2003 and executed by Jim W. Smith on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum Number One and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2004 and extend through December 31, 2004, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Heavy Equipment and Trucks as identified and responded to in the Contractor's Response Form. Service will be provided as required 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 the County. Tri-State Construction Equipment Company shall act as the secondary supplier and shall furnish Mechanic Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County or a service emergency occurs in southern Boone County. The Secondary Contractor agrees to respond by phone within four (4) hours after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

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

TRI-STATE CONSTRUCTION EQUIPMENT BOONE COUNTY, MISSOURI COMPANY

by Jon W. Smith
 title General Mgr. Tri-State
 address P.O. Box 225
Ashland Mo 65010

by Boone County Commission
Keith Schnarre
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Public Works Term and Supply 2040/60200

no encumbrances required 12/22/03
 Signature Boyer Date 12/22/03 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

October 6, 2004

Jim Smith
Tri-State Construction Equipment
P.O. Box 225, 106 Industrial Drive
Ashland, MO 65010

 **COPY**

RE: 77-16DEC03 – Mechanical Services Heavy Equipment Term & Supply

Dear Mr. Smith:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated October 1, 2004, you agree to renew the contract under the same terms and conditions as the original contract with a 3% increase over the current contracted pricing. This contract renewal date will cover through December 31, 2005.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

582-2003

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

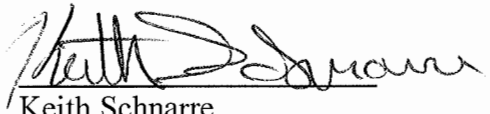
December Session of the October Adjourned Term. 20 03

In the County Commission of said county, on the 30th day of December 20 03

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

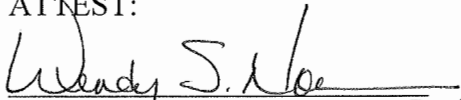
Now on this day the County Commission of the County of Boone does hereby approve the Letter Agreement to extend the 2003 Medical Examiner Service Agreement between the Curators of the University of Missouri and Boone County on a month-to-month basis in 2004. It is further ordered that the Presiding Commissioner be hereby authorized to sign said letter agreement.

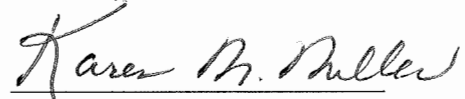
Done this 30th day of December, 2003.



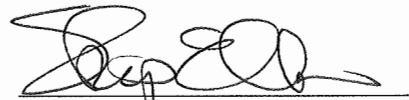
Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Department of Pathology
and Anatomical Sciences

University of Missouri-Columbia

Pathology

583

M263 Medical Science Building
Columbia, MO 65212

PHONE (573) 882-1201
FAX (573) 884-4612

December 19, 2003

Skip Elkin, District II Commissioner
Boone County Commission
801 East Walnut, Room 245
Columbia, MO 65201

RE: Medical Examiner Contract

Dear Skip,

Per our phone conversation, please secure a signature on this letter of agreement to extend the University of Missouri / Boone County Medical Examiner contract on a month-to-month basis while an offer is being extended to a final candidate. As discussed, the normal University approval process will extend beyond the contract expiration date of December 31st. We hope to make an offer by the end of December, and approval of the recruitment concluded by the end of January or early February.

The signatures below constitute agreement to extend the services on a month-to-month basis while the recruitment is being completed.

Sincerely,

Bud Smith
Manager, Business & Fiscal Operations
MU Department of Pathology and Anatomical Sciences

Boone County Missouri

By: Keith Schnarre,
Presiding Commissioner
583-2003

Attest:

By: Wendy S. Noren

**The Curators of the University
Of Missouri**

By: _____