

469-2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 13th day of October 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the purchase requisition for the Rolling Hills Road project in the amount of \$10,800.00.

Done this 13th day of October, 2009.

ATTEST:

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

Absent

Kenneth M. Pearson
Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
Acting
Presiding Commissioner
District II Commissioner

Comm Order # 469-2009

Return to Auditor's Office
Please DO NOT Remove Staple

100509

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

REQUEST
DATE

1561

Moore & Shryock, LLC

573-874-1207

VENDOR NAME

PHONE #

609 East Broadway

Columbia

MO 65201

ADDRESS

CITY

STATE ZIP

BID DOCUMENTATION

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

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is <\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/M meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/M meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #2045

Bill to Department #2045

| Department | Account | Item Description | Qty | Unit Price | Amount |
|------------|-----------|------------------------------|-----|----------------------|------------------|
| 2 0 4 5 | 7 1 1 1 8 | Rolling Hills Road Appraisal | 1 | 10,800.00 | 10,800.00 |
| | | | | <i>NOT TO EXCEED</i> | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | Total | | | <u>10,800.00</u> |

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

Mary Schooley

Prepared By

Dee C. [Signature]
Requesting Official

[Signature]

Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

13th

day of October

20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the Rolling Hills Road contract between Boone County, MO, and Moore & Shyrock, LLC. It is further ordered that the acting Presiding Commissioner is hereby authorized to sign said agreement.

Done this 13th day of October, 2009.

ATTEST:

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

Absent
Kenneth M. Pearson
Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
Acting
Presiding Commissioner
District II Commissioner

APPRAISAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2009, by and between Boone County, Missouri, a first class county and political subdivision of the State of Missouri through its County Commission, (herein "Owner") and Moore & Shryock, LLC, by and through Allan Moore, (herein "Appraiser").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Appraiser shall provide the Owner all appraisal services for the benefit of the Owner as prescribed by the Owner for the **Rolling Hills Road Project** as identified in an electronic mail communication dated August 17, 2009, from Allan Moore, a copy of which is attached hereto and incorporated herein by reference. Appraiser agrees to provide all such services within a reasonable time after receipt of Owner directives. Appraiser agrees to provide services by and through qualified, state-licensed personnel under standards and conditions generally accepted by professionals in the field of real estate appraisals. Services which the Appraiser does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal.

2. **Compensation** - In consideration for the Appraiser's provision of services under this agreement, the Owner agrees to compensate the Appraiser for services rendered in accordance with an **hourly rate of Ninety-Five Dollars (\$95.00) per hour, with a total contract price not to exceed Ten Thousand Eight Hundred Dollars (\$10,800.00)**. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Appraiser, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-quarter hour and rates applied, as well as describe work performed during the invoice period. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Appraiser's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Appraiser. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Appraiser.

3. **Owner Responsibilities** - Owner agrees to furnish Appraiser with all current and available information for each task or project assigned to Appraiser, along with any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Appraiser shall coordinate all work with the Owner's designated representative and submit to the Owner's representative all work

product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance and Indemnification** - Appraiser shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Failure of Appraiser to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Appraiser's obligations to maintain such insurance coverage. Appraiser shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, however this shall not be interpreted to require indemnification of Owner from Owner's own negligent acts. The Appraiser shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Appraiser's proposal for services, the Appraiser shall not delegate or subcontract any work to be performed by the Appraiser under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Appraiser agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Appraiser agrees to either retain all test products or samples collected by or submitted to Appraiser, or return same to the Owner as mutually agreed upon. In absence of agreement, Appraiser shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Appraiser considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Appraiser prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Appraiser shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded

majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Appraiser shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Interim Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Appraiser's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Appraiser written notice of termination. Upon receipt of such notice, Appraiser shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Appraiser shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Appraiser shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Appraiser shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Appraiser prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Appraiser upon not less than ten days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Appraiser. In the event of termination by the Appraiser, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Certification of Lawful Presence / Work Authorization** - Appraiser will complete the required certifications of law presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.

13. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing

executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

Appraiser:
MOORE & SHRYOCK, LLC

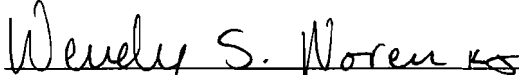
By: 

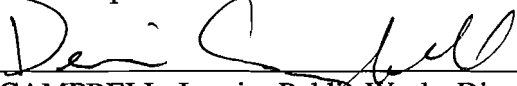
Printed Name: Allan Moore

Title: Owner

BOONE COUNTY, MISSOURI:
By its County Commission:


KENNETH M. PEARSON, Presiding Commissioner

Attest:

WENDY S. NOREN, Clerk of the County Commission

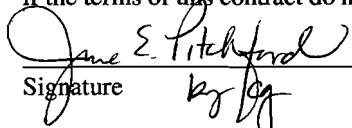
Public Works Department:

DERIN CAMPBELL, Interim Public Works Director

Approved as to form:

C.J. DYKHOUSE, County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)

 10/8/09 2045-71118 \$10,800
Signature Date Appropriation Amount

Natalie Meighan - Rolling Hills Road Appraisals

From: "Allan Moore"
To: "Natalie Meighan"
Date: Monday, August 17, 2009 3:28 PM
Subject: Rolling Hills Road Appraisals

Natalie

I have included a breakdown of Not To Exceed price ranges for the appraisals. Give me a call to discuss.

West side Payment Estimate/No Prox.: \$700
Value Finding: \$1,000

West side PE/Possible Prox: \$950
Value Finding: \$1,200
(Moore, Behymer, ? and Mertz on east side)

Sorenson: Standard: \$2,000 (land only, includes two parcels)

Stone: Standard: \$800-1,000

I would suggest we do the PE on any we can, but on any with proximity damage potential we do a value finding and inspect the house. I think it gives the property owner more confidence in the valuation. I noticed Sorenson was shown as two parcels (?) and I have quoted it as one report, two parcels/values.

7 @ \$700/parcel \$4,200
3 @ \$1,200/ parcel \$3,600
Sorenson: \$2,000
Stone: \$800-\$1,000

These prices are not to exceed based on \$95/hour.

Thanks. Allan

Allan Moore, MAI/
Moore & Shryock, LLC
609 E. Broadway
Columbia, MO 65201
573-874-1207
573-449-2791 (fax)
allanmoore@centurytel.net

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 09

County of Boone

} ea.

In the County Commission of said county, on the

13th

day of October

20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for the Juvenile Accountability Block Grant during grant year 2009-2010 for 2009 portion of the grant:

| Department | Account | Department Name | Account Name | Decrease | Increase \$ |
|------------|---------|-----------------------------|-------------------|----------|-------------|
| 1243 | 03411 | Judicial Grants & Contracts | Fed. Grant Reimb. | | 3,434.00 |
| 1243 | 10100 | Judicial Grants & Contracts | Salaries | | 3,190.00 |
| 1243 | 10200 | Judicial Grants & Contracts | FICA | | 244.00 |

Done this 13th day of October, 2009.

ATTEST:

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

Absent
Kenneth M. Pearson
Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
Acting
Presiding Commissioner
District II Commissioner

471-2009

REQUEST FOR BUDGET AMENDMENT BOONE COUNTY, MISSOURI

RECEIVED

9/23/09

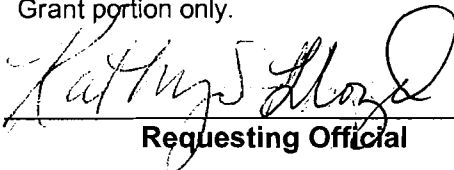
EFFECTIVE DATE

FOR AUDITORS USE

| Department | | | | Account | | | | | Department Name | | Account Name | | (Use whole \$ amounts) | |
|------------|---|---|---|---------|---|---|---|---|------------------------------|-----------------------------|--------------|----------|------------------------|----------|
| | | | | | | | | | | | | | Decrease | Increase |
| 1 | 2 | 4 | 3 | 0 | 3 | 4 | 1 | 1 | Judicial Grants & Contracts: | Federal Grant Reimbursement | | 3,434.00 | | |
| 1 | 2 | 4 | 3 | 1 | 0 | 1 | 0 | 0 | Judicial Grants & Contracts | Salaries | | 3,190.00 | | |
| 1 | 2 | 4 | 3 | 1 | 0 | 2 | 0 | 0 | Judicial Grants & Contracts | FICA | | 244.00 | | |
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Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Juvenile Accountability Block Grant – Establish budget for Juvenile Accountability Block Grant for 2009-20010 Grant Year for 2009 Portion for the Grant.

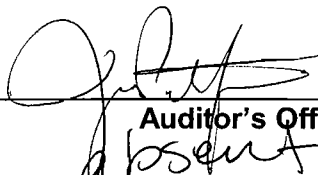
Grant portion only.


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

agenda

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:


Auditor's Office
absent
PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

FY 2009
 Budget Amendments/Revisions
 Judicial Grants & Contracts (1243)

| BR # | Index # | Date Recd | Account | Account Name | \$Increase | \$Decrease | Reason/Justification | Comments |
|-------|---------|-----------|------------------------|--|-------------------------|------------|---|----------|
| 09013 | 1 | 2/6/2009 | 3451 23050 37230 | State Grant Reimbursement Other Supplies Meals & Lodging-Training | 3,000 1,650 1,350 | | Fostering Court Improvement JCIP Sub-Grant 1/22/09-1/21/10 | |
| 09022 | 2 | 3/12/2009 | 3411 10100 10200 | Federal Grant Reimbursement Salary & Wages FICA | 226 210 16 | | JABG grant-rebudget amounts not used in 2008 | |
| 09023 | 3 | 3/19/2009 | 3411 22500 71101 | Federal Grant Reimbursement Subscriptions/Publications Professional Services | 1,688 85 1,603 | | Juv Justice/Del Prev grant- rebudget amt not used in 2008 | |
| 09036 | 4 | 6/5/2009 | 3451 71101 | State Grant Reimbursement Professional Services | 12,500 12,500 | | Mid-Missouri Access to Justice Project; funding period 7/1/09 to 6/30/10 in the amount of \$25,000. This BA is for July-Dec 09 | |
| 09037 | 5 | 6/5/2009 | 3451 71101 | State Grant Reimbursement Professional Services | 6,250 6,250 | | New Domestic Violence Grant program. This is for july-Dec 09. Total award is \$12,500. | |
| 09057 | 6 | | 3451 Class 1 | State Reimbursement Various | 28,251 28,281 | | Establish budget for July - Dec 09 for ReIntegration Drug Court Adminsitrator; Grant runs thru June 2010. This is the lasts year for this grant funding | |
| 09058 | 7 | | 3451 71101 | State Reimbursement Professional Services | 9,975 9,975 | | Grant from the Domestic Relations Resolution Fund-- Contact for Kids: A Safe Way Grant. Total Grant of \$19,950 is split 50/50 between FY 09 and FY 10 | |
| | 8 | | 3411 10100 10200 | | 3,434 3,190 244 | | FY 09 portion of the FY 09-10 JABG Grant; Music & Art instructor | |

2009 - 2010 JABG GRANT BUDGET FOR 2009 BUDGET

| Line Item Number | Line Item Name | Grant Contribution | County Contribution JJC Budget from account 1242-71100 | Total |
|-------------------------|-----------------------|---------------------------|---|--------------|
|-------------------------|-----------------------|---------------------------|---|--------------|

Art Instructor

| | | | | | |
|------------|----------|-------------|------|-------------|-------------------------------------|
| 1243-10100 | Salaries | \$ 2,795.48 | \$ - | \$ 2,795.48 | Based on 156 hours X \$17.92/hr. |
| 1243-10200 | FICA | \$ 213.86 | \$ - | \$ 213.86 | \$2,795.48 X .0765 |
| Subtotal | | \$ 3,009.34 | \$ - | \$ 3,009.34 | |

County Contribution for Art Instructor's Salary and FICA is budgeted in 2010 budget.

Music Instructor

| | | | | | |
|------------|----------|-----------|------|-----------|------------------------------------|
| 1243-10100 | Salaries | \$ 394.20 | \$ - | \$ 394.20 | Based on 22 hours X \$17.92/hr. |
| 1243-10200 | FICA | \$ 30.16 | \$ - | \$ 30.16 | \$394.20 X .0765 |
| Subtotal | | \$ 424.36 | \$ - | \$ 424.36 | |

County Contribution for Music Instructor's Salary and FICA is budgeted in 2010 budget.

There is a \$.04 discrepancy with the Art and Music Instructor's Salary.

The total allocation for this grant was \$20,638.19. In order for the application to balance \$.08 had to be cut. There will be \$.08 left over from the 2008-2009 budget, to cover the discrepancy, due to the music teacher being off one day 2009.

| | | | |
|------------------------------|--------------------|-------------|--------------------|
| Total for 2009 Budget | \$ 3,433.70 | \$ - | \$ 3,433.70 |
|------------------------------|--------------------|-------------|--------------------|

1243-03411 Juvenile Offenders Accountability Block Grant - DPS - \$3,443.70



MISSOURI DEPARTMENT OF PUBLIC SAFETY
 OFFICE OF THE DIRECTOR
 AWARD OF CONTRACT

P.O. Box 749
 Jefferson City, Missouri 65102
 Phone: 573/751-4905

Contractor Name

Boone, County of

Project Title

Accountability Programs and Services

Contract Period

FROM: 10/1/2009 TO: 9/30/2010

State Funds Awarded

\$20,638.19

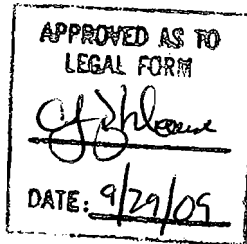
Contract Number

2008-JABG-LG-01

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

This award is subject to Special Conditions (attached).

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



[Signature]
 Authorized Official

10-13-09
 Date

 Project Director

 Date

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

 Director, Department of Public Safety

 Award Date

SPECIAL CONDITIONS OF AWARD (continuation sheet)

Contractor Name: **Boone, County of**

Project Title: **Accountability Programs and Services**


Contract Period: **10/1/2009 to 9/30/2010**

Funds Awarded: **\$20,638.19**

Contract Number: **2008-JABG-LG-01**

1. The applicant agrees to comply with the terms and conditions of this award as mandated by U.S. Department of Justice and the Missouri Department of Public Safety.
2. The applicant agrees to comply with the financial and administrative requirements set forth in the effective edition of the Office of Justice Programs (OJP) Financial Guide and the Missouri Department of Public Safety Financial and Administrative Guidelines.
3. The applicant assures compliance with the certified assurances and financial guidelines as set forth in the JABG Application.
4. In accordance with section 210.025, RSMo, the applicant assures that current criminal history and child abuse and neglect background checks will be conducted on all program personnel who provide direct services to youth under this contract. If the results of such background checks indicate a conviction for a crime against a person or a finding of child abuse or neglect by probable cause, the individual is ineligible for employment or volunteer work under this contract. Background checks shall be completed and on file within 15 days of an individual beginning any work described in the contract. Failure to comply with these guidelines could result in the immediate suspension or termination of this contract.
5. The applicant assures that only actual costs for budget line items will be submitted on the Monthly Expenditure Reports.
6. The applicant agrees to submit the **Monthly Operational Performance Report, Monthly Report of Expenditures, Monthly Detail of Expenditures, and supporting documentation** by no later than the **10th day of each month**, unless the 10th falls on a weekend or holiday. Then the reports must be received by the first working day after the weekend or holiday. **NO FAXES WILL BE ACCEPTED!!** The Monthly Report of Expenditures is due each month whether or not your agency has expended any grant or local match funds. Failure to submit these reports by the 10th of each month could result in the termination of your contract with the Department of Public Safety. *Failure to submit these reports by the 10th of each month could result in the termination of your contract with the Department of Public Safety.*
 - a. You **must** use the Monthly Report of Expenditures, Monthly Detail of Expenditures sheet, and monthly progress (performance) report designed by the Department of Public Safety for reporting purposes. The Monthly Report of Expenditures is mailed to you each month. The Monthly Detail of Expenditures sheet and monthly progress (performance) report for each grant program may be found on our website at www.dps.mo.gov. These forms must be completed and returned with original signatures **even if there are no expenditures or activities to report**.

ACCEPTANCE OF SPECIAL CONDITIONS:

| |
|---|
| APPROVED AS TO LEGAL FORM |
|  |
| DATE: <u>9/29/09</u> |



Authorized Official

10-13-09

Date

Project Director

Date

Application Summary Form (Complete one form for each purpose area)

| | |
|---|---|
| Purpose Area : (Type in the Purpose Area(s) Number and Name) PURPOSE AREA 11 - ACCOUNTABILITY | Amount Funds Requested: \$22,931.32 |
|---|---|

Applicant Agency Name and Address: BOONE COUNTY, 801 E WALNUT, COLUMBIA MO 65201 (for Robert L. Perry Juvenile Justice Center, 5665 Roger I Wilson Memorial Drive, Columbia MO 65202)

| | |
|---|--|
| Project Director (Name, Phone, Email): Pete Schmersahl 573-886-4450 Pete.Schmersahl@courts.mo.gov | Authorized Official (Name, Phone, Email): Presiding Commissioner Ken Pearson 573-886-4305 k.pearson@boonecountymmo.org |
|---|--|

Project Title: ACCOUNTABILITY PROGRAMS AND SERVICES

Summary of Proposal: *In the space provided, provide a summary of the proposed project for this purpose area to be used in press releases or reports if your project is funded:*

This project includes the following five components: Art Program, Music Program, Security/Monitoring Program, Drug Testing Program, and resource materials for Cognitive Behavioral Intervention-based (CBI-based) classes and programming, all of which are to be provided at the Robert L. Perry Juvenile Justice Center. These programs, individually and collectively, serve to enhance the ability of youths placed at the Juvenile Justice Center to understand that they can choose how they react to situations, learn how to make good decisions, and learn how to change their thinking which will lead to changing their behaviors. This will have the effect of lowering their rates of recidivism.

Goal: To reduce recidivism among youths participating in any of the components of the project.

Activities that Support the Goal:

1. Provide art instruction.
2. Provide music instruction.
3. Provide drug testing.
4. Provide equipment to expand/enhance security/monitoring.
5. Provide resource materials to be used in Cognitive Behavioral Intervention-based programming.

Performance Based Measures (Get directly from the DCTAT Performance Measures at <http://www.dps.mo.gov/Juvenile/jabg.htm>)

Purpose Area: 11 - Accountability

Output Measures:

Number and percentage of eligible youth served using graduated sanctions approaches.

(None of the other output measures apply to our facility/method of programming.)

Outcome Measures:

Number and percent of program youth completing program requirements.

Number and percent of program youth who reoffend (short-term and long-term).

(None of the other measures apply to our facility/method of programming. They are designed more for a juvenile office or a system-wide scenario.)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 13th day of October 20 09

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

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

Whereas the Columbia Convention & Visitors Bureau, a legitimate department, agency, or representative of Boone County, is engaged primarily in the marketing and promotion of tourism; and

Whereas, this organization has shown and demonstrated evidence of its on-going tourism marketing activities and plans for promotion of Boone County; and

Whereas, this organization requires formal acknowledgement and recognition by the governing body of the County to become a qualified participant in the Cooperative Marketing Program administered by the Missouri Division of Tourism:

Now, Therefore, Be IT Resolved that the Columbia Convention & Visitors Bureau is hereby designated and recognized as the single representative organization to solicit and service tourism in Boone County for participation in the Missouri Division of Tourism's Cooperative Marketing Program.

It is further ordered that the Acting Presiding Commissioner is hereby authorized to sign said resolution.

Done this 13th day of October, 2009.

ATTEST:

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

 Absent
Kenneth M. Pearson
Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
Acting
Presiding Commissioner
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

October Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 13th day of October 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget for the additional repairs/upgrades to the BAT Van that exceeded the original \$ 11,000.00:

| Department | Account | Department Name | Account Name | Decrease | Increase \$ |
|------------|---------|----------------------|------------------------|----------|-------------|
| 1251 | 03411 | Sheriff's Department | Fed. Grant Reimb. | | 4,000.00 |
| 1251 | 60250 | Sheriff's Department | Equip. install charges | | 2,000.00 |
| 1251 | 60200 | Sheriff's Department | Equip. repairs/maint | | 2,000.00 |

Done this 13th day of October, 2009.

ATTEST:

Wendy S. Noren ^{KS}
 Wendy S. Noren
 Clerk of the County Commission

Absent
 Kenneth M. Pearson
 Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 Acting
 Presiding Commissioner
 District II Commissioner

REQUEST FOR BUDGET AMENDM

Return to Auditor's Office
Please do not remove staple.

BOONE COUNTY, MISSOURI

RECEIVED

9-25-2009

EFFECTIVE DATE

FOR AUDITORS USE

| Department | | | | Account | | | | | Department Name | BOONE COUNTY AUDITOR Account Name | (Use whole \$ amounts) | |
|------------|---|---|---|---------|---|---|---|---------|-------------------|--------------------------------------|------------------------|------------|
| | | | | | | | | | | | Decrease | Increase |
| 1 | 2 | 5 | 1 | 3 | 4 | 1 | 1 | Sheriff | Fed. Grant Reimb. | | \$4,000.00 | |
| 1 | 2 | 5 | 1 | 6 | 0 | 2 | 5 | 0 | Sheriff | Equip. install charges | | \$2,000.00 |
| 1 | 2 | 5 | 1 | 6 | 0 | 2 | 0 | 0 | Sheriff | Equip. repairs/maint | | \$2,000.00 |
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Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): The Missouri Department of Transportation has agreed to reimburse us an additional \$4,000.00 for the purpose of fixing and upgrading the BAT van that was donated to the Sheriff's Department in 1995. This amendment is to set up the budget for the additional repairs/upgrades that exceeded the original \$11,000 (budget total for this project is now \$15,000.00).


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Agenda


Auditor's Office

absent
PRESIDING COMMISSIONER

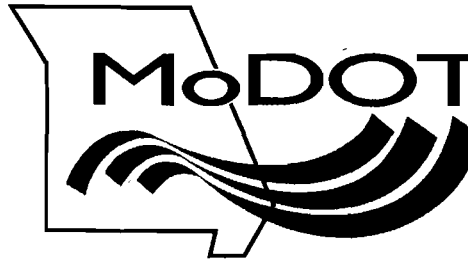

DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Missouri
Department
of Transportation



Pete K. Rahn, Director

Highway Safety Division
2211 St. Mary's Blvd.
P. O. Box 270
Jefferson City, MO 65102
(573) 751-4161 or
(800) 800-BELT
Fax (573) 634-5977
www.modot.mo.gov

September 21, 2009

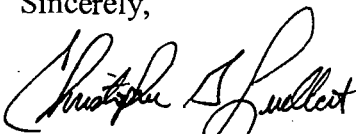
Captain Chad Martin
Boone County Sheriff's Office
2121 County Drive
Columbia, MO 65202

Dear Capt. Martin:

At the Grant Award Workshop meeting held August 21, 2009 we discussed the repairs the Boone County Sheriff's Office is making to their BAT van. Both you and Deputy Brian Leer expressed concerns that the \$11,000 originally budgeted for the repairs would not be sufficient to cover all repairs. The Highway Safety Office agreed to cover the additional repair expenses and reimburse the Boone County Sheriff's Office up to \$15,000 for repairs to the BAT van.

This letter confirms the commitment from the Highway Safety Division to reimburse the Boone County Sheriff's Department for BAT Van repairs. If you have any questions or concerns regarding this project please feel free to contact me at (573) 751-5434 or at Christopher.Luebbert@modot.mo.gov.

Sincerely,



Chris Luebbert

9/29/2009

FY 2009
Budget Amendments/Revisions
Sheriff (1251)

| Index # | Date Recd | Account | Account Name | \$Increase | \$Decrease | Reason/Justification | Comments |
|---------|-----------|---------|--------------------------------|------------|------------|---|----------|
| 1 | 2/20/2009 | 3411 | Federal Grant Reimbursement | 11,000 | | Alcohol Traffic Safety and Drunk Driving Prevention | |
| | | 60250 | Equipment Installation Charges | 1,331 | | Incentive Grant (to repair/upgrade BAT van) | |
| | | 60200 | Equipment Repair/Maintenance | 1,870 | | | |
| | | 92300 | Replace Machinery/Equipment | 5,150 | | | |
| | | 91300 | Machinery & Equipment | 2,649 | | | |
| 2 | 9/29/2009 | 3411 | Federal Grant Reimbursement | 4,000 | | Alcohol Traffic Safety and Drunk Driving Prevention | |
| | | 60250 | Equipment Installation Charges | 2,000 | | Incentive Grant (to repair/upgrade BAT van) | |
| | | 60200 | Equipment Repair/Maintenance | 2,000 | | #NAME? | |

474 -2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 13th day of October 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the animal control cooperative agreement between the City of Ashland, MO and Boone County, MO. It is further ordered that the Acting Presiding Commissioner is hereby authorized to sign said agreement.

Done this 13th day of October, 2009.

Absent
Kenneth M. Pearson
Commissioner

ATTEST:

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

Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
Acting
Presiding Commissioner
District II Commissioner



RECEIVED

474-2009

THE CITY OF ASHLAND, MISSOURI

September 25, 2009

Boone County Commission
801 East Walnut, Room 245
Columbia, MO. 65201-7732

Dear Boone County Commissioners;

Please find enclosed the animal control enforcement cooperative agreement with the City of Ashland, Mo. The Board of Aldermen approved this agreement on September 15, 2009 by ordinance.

Please send us a copy of the agreement after it has been signed for our records. We appreciate working with you on this matter.

Sincerely,

A handwritten signature in cursive script that reads "Darla Sapp".

Darla Sapp
City Clerk

COUNCIL BILL NO. 2009-029

ORDINANCE NO. 829

AN ORDINANCE AMENDING CHAPTER 27 OF THE ASHLAND MUNICIPAL CODE
AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE
BOONE COUNTY COMMISSION FOR ANIMAL CONTROL SERVICES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND,
MISSOURI AS FOLLOWS:

Section 1. Whereas, the City of Ashland, Missouri has adopted Chapter 27 for the purpose of regulating the ownership and possession of animals in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous diseases in Ashland, Missouri. The Board of Aldermen revised Chapter 27; Animals by Ordinance No. 2008-024 to provide certain enforcement by the Boone County Animal Control;

Section 2. Whereas, the Board of Aldermen has reviewed certain sections of Chapter 27 and has determined that certain sections need amended; and

Section 3. Therefore, Sections 27.002, 27.003.10 and Section 27.003.11 of the Ashland Municipal Code is herewith amended.

Section 4. Section 27.002 is amended to read as follows:

These regulations are enacted under the authority given to the City under RSMO Section 79.110 and 79.400; and

Section 5. Section 27.003.10 is amended to read as follows:

Those geographic areas located within the corporate limits of the City of Ashland; and

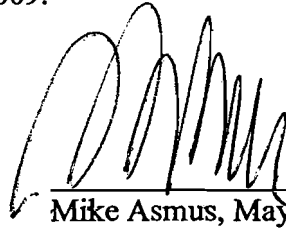
Section 6. Section 27.003.11 is amended to read as follows:

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

Section 7. Furthermore, the Mayor is hereby authorized to enter into an agreement with the Boone County Commission, for animal control enforcement services. The terms of said agreement shall be as set forth in the attached Exhibit "A", which by reference is incorporated herein as if more fully and completely set out.

Section 8. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this 15th day of September, 2009.

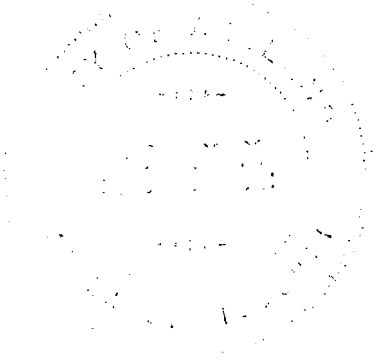


Mike Asmus, Mayor

Attest:



Darla Sapp, City Clerk



Animal Control Enforcement Cooperative Agreement

THIS AGREEMENT is entered into this ____ day of _____, 2009, by and between the County of Boone, State of Missouri through the Boone County Commission (herein "County") and the City of Ashland, a municipal corporation within the County of Boone, State of Missouri (herein "City");

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. The City shall enact and keep in full force the following "Animal Control Codes":
 - A. Chapter 27 – Animal Control. These ordinances shall be substantially similar to Chapter 2 of the Boone County Health Code, which is subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county animal control ordinances for

services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

B. An ordinance which establishes fines and penalties for violation of the Animal Control Codes and remedies to provide for the enforcement thereof, consistent with fees, fines, penalties and remedies provided for by the County for the same or similar circumstances. These fees, fines, penalties and remedies are subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county fees, fines, penalties and remedies for services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

C. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within City.

2. County agrees to provide code enforcement services within City through the Department. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, May 1, 2009 through April 20, 2010, City agrees to pay County the sum of Six Thousand Eight Hundred Twenty Six Dollars (\$6,826.00) for services rendered herein, to be paid upon execution of the Agreement. If the parties elect to renew this Agreement for subsequent years, the pricing for subsequent contracts will be based upon reports of the levels of code enforcement activity provided by the Department for the prior contract period, which shall be tracked by the Department on a monthly basis and presented to the City as contemplated in paragraph 2 of this Agreement. The report that forms the basis of the current contract price is attached hereto and incorporated herein by reference.

5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall be effective for a period of one year commencing on the day and year first above-written and shall automatically renew from year to year unless sooner terminated by either party. This agreement may be terminated by either party immediately for breach of this agreement or other reasonable cause warranting immediate termination as specified in writing or for any other reason by giving the other party at least sixty (60) days advance written notice of termination, unless both parties agree in writing that it may be terminated on some other basis.

7. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

8. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

Ashland Budget Proposal Cost Comparison REPORT

| | |
|---|--------------------|
| TOTAL NUMBER OF CALLS..... | 1484/63/.042% |
| COMPLAINANTS..... | 916/43/.0469% |
| VICIOUS DOG COMPLAINANTS..... | 80/1/.012% |
| HUMAN BITES..... | 93/1/.010% |
| WILDLIFE..... | 115/2/.017% |
| DOA ANIMALS..... | 55/5/.09% |
| CRUELTY INVESTIGATIONS..... | 225/11/.048% |
| CATS IMPOUNDED..... | 2/1/.083% |
| CATSCLAIMED..... | 1/0/.0% |
| DOGS IMPOUNDED..... | 380/23/.06% |
| DOGS CLAIMED..... | 178/12/.06% |
| SUMMONS ISSUED..... | 158/0 |
| REVENUE..... | \$8625/\$365/.042% |
| Total budget | \$487570 |
| County portion | \$162521 |
| Ashland cost (Based on complaints/revenue)(.042%) | \$6826 |

**Columbia/Boone County Health Department
Ashland Animal Control Enforcement Cooperative Agreement
Anticipated Level of Service**

Normal service levels: Two (2) Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. to 9:00 p.m. April to September, 7:00 a.m. to 7:00 p.m. October to March. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available Monday through Friday. Weekend calls would be responded to on an emergency basis as outlined herein.

Emergency response: Emergencies such as dog bites, vicious dogs and large animals in roadways threatening public safety will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.