

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of April

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Community Development Block Grant application in connection with the American Outdoor Brands project.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Application and any incorporated exhibits.

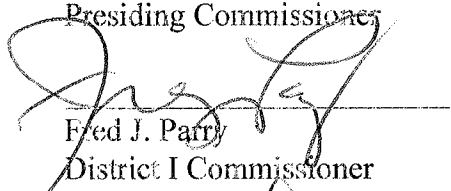
Done this 20th day of April, 2017.

ATTEST:

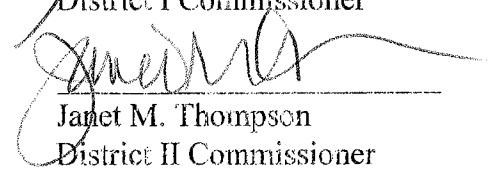
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner




Janet M. Thompson
District II Commissioner

CERTIFICATION

I, the undersigned, acting on behalf of the Applicant named below, hereby certify and agree to the following:

1. The information submitted by the Applicant to DED in connection with the Project is true and correct and such information is consistent with documents provided to lenders, other government programs, or investors. The Applicant hereby authorizes DED to verify such information from any source;
2. Neither the Applicant, nor any person actively engaged in the management of the Applicant:
 - a) Has committed a felony, is currently under indictment for a felony, or is currently on parole or probation;
 - b) Is delinquent with respect to any non-protested federal, state or local taxes or fees;
 - c) Has filed (or is about to file) for bankruptcy, unless otherwise disclosed to DED; or
 - d) Has failed to fulfill any material obligation under any other state or federal program;
3. There are no pending or threatened liens, judgments, or material litigation against the Applicant or any person identified on the application which is likely to have a material impact on the Applicant's viability;
4. Neither the operations of the Project itself nor the receipt of incentives for the Project would violate any existing agreement;
5. The Applicant has obtained or is capable of obtaining all necessary federal, state and local permits and licenses for the Project;
6. I certify that the applicant does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien;
7. I certify that the applicant is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the applicant will maintain and, upon request, provide the Department of Economic Development documentation demonstrating applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify applicant for this program;
8. I certify that the Applicant shall include in any contract it enters with a subcontractor in connection with the activities that qualify applicant for this program, an affirmative statement from the subcontractor that such subcontractor is not knowingly in violation of Section 285.530.1, RSMo, and shall not be in violation during the length of the contract. In addition the Applicant will receive a sworn affidavit from the subcontractor under the penalty of perjury, attesting that the subcontractor's employees are lawfully present in the United States. I certify that the Applicant will maintain and provide the Department of Economic Development and Department of Revenue access to documentation demonstrating compliance with this requirement
9. I understand that, pursuant to section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under section 285.525 to 285.550 when such general contractor or subcontractor contracts with a direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation, and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States;
10. I understand that if the applicant is found to have employed an unauthorized alien, applicant maybe subject to penalties pursuant to Sections 135.815, 285.025, and 285.535, RSMo;
11. I understand that if the applicant is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the document(s) required by federal law, the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding;
12. I attest that I have read and understand the CDBG Infrastructure guidelines;
13. I will inform DED if, at any time before project completion, there is any change to any of the certifications made herein;
14. I hereby agree to allow representatives of the Department of Economic Development (DED), Department of Revenue, or either of their designated representatives, access to the property and applicable records as may be necessary for the administration of this program; and,
15. I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.

I certify that I am a Corporate Officer/Member of the Applicant and have the proper authority to execute this document on behalf of the Applicant. I am authorized to make the statement of affirmation contained herein. I realize that failure to disclose material information regarding the Applicant, any owners or individuals engaged in the management of the Applicant, or other facts may result in criminal prosecution.

PRINTED NAME Daniel K. Atwill	SIGNATURE 	TITLE Presiding Commissioner	DATE 4-26-17
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STATE OF Missouri) ss. COUNTY OF BOONE)
 On this 20th day of April in the year 2017 before me, MICHAEL YAQUINTO, a Notary Public in and for said state, personally appeared DANIEL K. ATWILL [name of Corporate Officer/Member], PRESIDING COMMISSIONER [Official Title], BOONE COUNTY, MISSOURI [Name of Corporation / Limited Liability corporation], known to me to be the person who executed the within Agreement in behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Michael Yaquinto
 Notary Public My Commission Expires 9-9-17

ATTACH A CORPORATE RESOLUTION AUTHORIZING APPROVAL OF THIS AGREEMENT AND AUTHORIZING THE ABOVE-NAMED PERSON TO SIGN ON BEHALF OF THE COMPANY



FORM F – PUBLIC PARTICIPATION

TO BE COMPLETED BY THE CITY / COUNTY SPONSOR			
PUBLIC PARTICIPATION REQUIREMENT			
DATE OF NEWSPAPER ADVERTISEMENT (if applicable)	April 12, 2017		
DATE OF POSTINGS (if application)			
DATE OF PUBLIC HEARING	April 18, 2017		
ATTACH:			
<input type="checkbox"/>	COPY OF PUBLIC HEARING NOTICE FROM NEWSPAPER (Photocopy must include date of publication and name of publication as they appear on the page)		
(OR)			
<input checked="" type="checkbox"/>	AFFIDAVIT OF PUBLIC HEARING NOTICE		
(OR)			
<input type="checkbox"/>	COPY OF POSTED ADVERTISEMENT		
<input type="checkbox"/>	CERTIFIED LIST OF POSTING SITES WITH DATES POSTED (if applicable)		
<input checked="" type="checkbox"/>	COPY OF MINUTES OF THE HEARING		
CONFLICT OF INTEREST CERTIFICATION			
CHECK THE APPROPRIATE BOX BELOW, AND CERTIFY WITH THE SIGNATURE OF THE APPLICANT'S CHIEF ELECTED OFFICIAL			
<input checked="" type="checkbox"/>	I HAVE READ THE CONFLICT OF INTEREST POLICY AND HEREBY CERTIFY THAT I HAVE NO KNOWLEDGE OF CONFLICTS, REAL OR APPARENT, REGARDING ANY OF THE ENTITIES, OR EMPLOYEES OF THE ENTITIES, INVOLVED IN THE PROJECT AS HEREIN DESCRIBED.		
<input type="checkbox"/>	A POTENTIAL OR REAL CONFLICT OF INTEREST EXISTS WITH THIS PROJECT, AND IS FULLY DESCRIBED ON AN ATTACHED SHEET OF PAPER.		
CHIEF ELECTED OFFICIAL (SIGNATURE)	PRINT NAME	TITLE	DATE
	Daniel K. Atwill	Presiding Commissioner	4-20-17
NEEDS ASSESSMENT REQUIREMENT			
DESCRIBE ALL ACTIVITIES TAKEN TO OBTAIN SUBSTANTIAL PUBLIC INPUT IN COMPILING THE NEEDS ASSESSMENT DOCUMENT:			
<p>The public was given the opportunity to comment on the CDBG required Needs Assessment at a public hearing held on April 18, 2017. A public notice of the public hearing was published in the April 12th edition of the Columbia Daily Tribune.</p>			
ATTACH:			
<input checked="" type="checkbox"/>	COMPLETED AND EXECUTED NEEDS ASSESSMENT DOCUMENT PAGE (Signed by the Proper Official)		
<input type="checkbox"/>	SUPPORTING DOCUMENTATION OF ANY ADDITIONAL MEETINGS WHERE INFORMATION WAS COMPILED		
<input checked="" type="checkbox"/>	SIGN-IN SHEETS		

CONFLICT OF INTEREST POLICY

PERSONS APPLICABLE: The conflict of interest provisions of this policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Sponsor city / county, or of any designated public agencies, or “sub-recipients” which are receiving funds from the Industrial Infrastructure program.

APPLICABILITY: In the area of procurement of supplies, equipment, construction and services by recipients, sub-recipients or designated public agencies, the conflict of interest provisions in 24 CFR 570.611, as applicable, shall apply. In all cases no governed by 24 CFR 570.611, the provisions of this policy shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or sub-recipients to individuals, businesses and their private entities in the form of grants, loans, or other assistance through eligible activities of the program, which authorize such assistance.

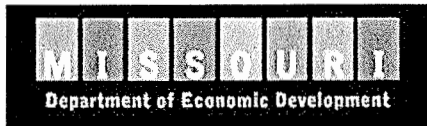
CONFLICTS PROHIBITED: Except for approved eligible administrative or personnel costs, no persons described above (Persons Covered) who exercises or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there-under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the CDBG program, the above restrictions shall apply to all activities that are a part of the Grant Agreement, and shall cover any such interest or benefit during, or at any time after, such person’s tenure. No elected official with any association of their entity as a CDBG recipient, shall be compensated in any form for performing administration of a CDBG project, and shall not receive fees from any source, including finders’ fees, realtors’ or brokers’ fees, from a Business or other parties involved in a CDBG assisted project.

EXCEPTIONS: DED may grant an exception to a conflict after a determination has been made by the State that the exception will serve the purposes of the Housing and Community Development Act of 1974 and the State’s adopted Consolidated Plan. This exception will only be considered after the recipient has provided, to DED, written documentation detailing a disclosure of the nature of the conflict accompanied by an assurance that there has been a public disclosure of the conflict, a description of how the public disclosure was made, and an opinion of the recipient’s attorney that the interest for which the exception is sought would not violate state or local law.

In determining whether to grant an exception, DED shall consider the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the Project which would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- e. Whether the interest or benefit was present before the affected person was in a position as described above (conflicts prohibited);
- f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g. Any other relevant considerations.

DISCLOSURE AND CERTIFICATIONS: The Public Participation Form (Form I) requires the Mayor or Presiding Commissioner (acting on behalf of the Sponsor) to certify that, to the best of their knowledge, no conflict will occur regarding the Project.



FORM I - COMMUNITY NEEDS ASSESSMENT (Page 1 of 4)

TO BE COMPLETED BY THE CITY / COUNTY SPONSOR

APPLICANT NAME Boone County

PERCENT OF LOW & MODERATE INCOME (LMI) IN THE APPLICANT'S JURISDICTION (City / County) 45.23%

Please complete all sections of this document. Sections D, E, and part of H can be completed using census data at the time of pre-application required public hearing and any subsequent meetings the community feels necessary to compile a representative response for the community. The responses should best reflect the consensus of the public hearing participants as a whole. There is no right or wrong response. The assessment should honestly reflect the public's opinion and perception. If the elected officials disagree with any majority answer, an explanation should be offered.

	QUALITY OF FACILITIES AFFECTING ENTIRE JURISDICTION (Check one)			
	DOESN'T EXIST	GOOD	FAIR	POOR
A. PUBLIC WORKS INFRASTRUCTURE (Address & Complete at public hearing)				
1. Water Source		X		
2. Water Treatment			X	
3. Water Distribution		X		
4. Sanitary Sewer Treatment			X	
5. Sanitary Sewer Collection			X	
6. Storm Sewer Collection			X	
7. Other Drainage	X			
8. Streets / Drainage		X		
9. Bridges		X		
10. Sidewalks				X
11. Park / Recreation Facilities			X	
12. Landfill		X		
13. Electrical Generation or Distribution		X		
14. Natural Gas Distribution		X		
15. Other (List) _____				
B. PUBLIC SERVICES (Address & Complete at public hearing)				
1. Fire Protection		X		
2. Police Services		X		
3. Code Enforcement / Planning / Zoning		X		
4. Energy conservation			X	
5. Health Care		X		
6. Recreational / Cultural Activities		X		
7. Snow Removal			X	
8. Street Cleaning			X	
9. Park Maintenance		X		
10. Emergency Medical Services		X		
11. Trash Removal			X	
12. Street Lighting			X	

Continued on next page

FORM I - COMMUNITY NEEDS ASSESSMENT (Page 2 of 4)

13. Sidewalks			X		
14. Parking		X			
15. Other (List) _____					
C. COMMUNITY FACILITIES (Address & complete at public hearing)	DOESN'T EXIST	GOOD	FAIR	POOR	
1. Community Center		X			
2. Senior Citizen Center		X			
3. Historic Preservation		X			
4. Sheltered Workshop		X			
5. Hospital(s)		X			
6. Infant / Day Care		X			
7. Mental Health Counseling Services			X		
8. Senior Citizen Transportation				X	
9. Teen / Youth Center	X				
10. Drug Abuse Prevention / Rehabilitation			X		
11. Crime Prevention Program			X		
12. Community Theater		X			
13. Library		X			
14. Other (List): _____					
D. HOUSING	SINGLE FAMILY	MULTI-FAMILY	OWNER	RENTAL	
1. Number of Occupied Housing Units			35,929	28,148	
2. # of Housing Units Occupied by LMI (80% or Less of Median Income)					
3. # of Housing Units Occupied by Very Low Income (50% or Less of Median)					
4. # of Housing Units Occupied by Extremely Low Income (30% or less)					
5. Number of Substandard Housing Units					
6. Vacancy Rate (5)					
7. Number of Dilapidated Units Requiring Demolition					
8. Number of Occupied Dilapidated Units					
9. New Housing Units Needed to Provide Housing for new employment					
10. # of Housing Units Needed to Replace Housing to be Demolished					
11. Number of affordable housing units available					
12. Number of Rent-subsidized units					
13. Number of Units needing Rent Subsidies					
14. # of Units Available for Special Needs (Physically or Mentally Challenged)					
15. Number of Housing Units Needed for Persons with Special Needs					
E. HOUSING MARKET WITHIN COMMUNITY	AVAILABILITY (Circle one)				
	LOW			HIGH	
1. Duplexes for Rent	1	2	③	4	5
2. Medium to Large Apartments (2+ bedrooms)	1	2	③	4	5
3. Low Priced Single Family Homes (Under \$40,000)	①	2	3	4	5
4. Medium Priced Single Family Homes (\$40,000 to \$90,000)	①	2	3	4	5
5. High Priced Single Family Homes (Over \$90,000)	①	2	3	4	5

Data is not available for areas left blank

Continued on next page

FORM I - COMMUNITY NEEDS ASSESSMENT (Page 3 of 4)

F. COMMUNITY HEALTH ENVIRONMENT (Address & Complete at public hearing)		AVAILABILITY (Circle one)				
		LOW			HIGH	
1. Primary Care Physicians		1	2	3	4	5
2. Health Care Specialists		1	2	3	4	5
3. Walk-in Clinics		1	2	3	4	5
4. Mobile Clinics		1	2	3	4	5
5. Dentists		1	2	3	4	5
6. Home Care Services		1	2	3	4	5
7. Licensed Child Care		1	2	3	4	5
8. Youth / Elderly Services		1	2	3	4	5
9. Substance Abuse Programs		1	2	3	4	5
10. Patient Transportation Services		1	2	3	4	5
11. EMS / 911		1	2	3	4	5
G. EDUCATION PROFILE (Address & Complete at public hearing)		AVAILABILITY (Circle one)				
		LOW			HIGH	
1. Preschools		1	2	3	4	5
2. Public Schools		1	2	3	4	5
3. Private Schools		1	2	3	4	5
4. Vocational Schools		1	2	3	4	5
5. Community Colleges		1	2	3	4	5
6. Universities		1	2	3	4	5
7. Continuing Education		1	2	3	4	5
8. Employer-based Skills Training		1	2	3	4	5
9. Cooperative School-Business Partnerships		1	2	3	4	5
10. Shared School Facilities (Recreation, Library, etc.)		1	2	3	4	5
11. Entrepreneurship Training		1	2	3	4	5
12. Children's Groups (4-H, Scouts, etc.)		1	2	3	4	5
13. Other (List): _____		1	2	3	4	5
H. ECONOMIC DEVELOPMENT (Required by all applicants – may be completed using local data)						
Average Unemployment rate for the county for the past six months		3.2 %		For the past year		3.2 %
Average age of workforce (e.g. 20-30, 30-40, etc.)		30-40		What are the majority job skills?		<input checked="" type="checkbox"/> Skill <input type="checkbox"/> Non-skilled
Education level for most of the work force (√ which best represents community)		<input type="checkbox"/> High School		<input checked="" type="checkbox"/> College / University		<input type="checkbox"/> Specialty / Vocational
Does the community have an enhanced enterprise zone?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Are you planning to obtain one?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the community have an industrial park?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, indicate if it is		<input type="checkbox"/> Public <input type="checkbox"/> Private <input checked="" type="checkbox"/> Both
Continued on next page						

FORM I - COMMUNITY NEEDS ASSESSMENT (Page 4 of 4)

What are the conditions of any present Industrial Park(s) – (√ appropriate box)	Doesn't Exist	Good	Fair	Poor
Roads		X		
Sewer		X		
Water		X		
Electric		X		
Gas		X		
Lighting		X		
Rail	X			

DESCRIBE ANY ACTIONS PROPOSED TO STIMULATE EMPLOYMENT AND PRIVATE INVESTMENT

Boone County takes numerous actions to encourage the growth of employment opportunities and private investment. Boone County's decision to apply for Community Development Block Grant (CDBG) funding for the proposed project is but one example of these efforts.

I. EMPLOYMENT OPPORTUNITIES (Address & complete at public hearing)	AVAILABILITY (Circle one)				
	LOW			HIGH	
1. Skilled Jobs	1	2	3	4	5
2. Non-skilled jobs	1	2	3	4	5
3. Job Training	1	2	3	4	5

J. IDENTIFY THE COMMUNITY'S TOP FIVE PRIORITY NEEDS IN THIS ASSESSMENT (List in order of importance)

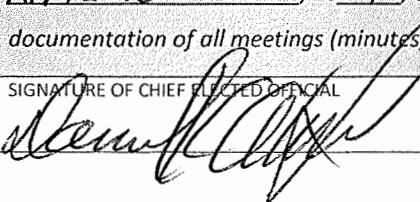
1. Balanced economic growth within the county
2. Wastewater improvements
3. Stormwater improvements
4. Road improvements
5. Technical training

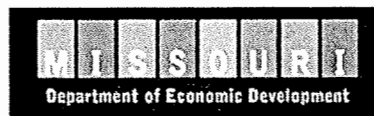
K. DESCRIBE THE PROPOSED PROJECT AS IT RELATES TO THE TOP FIVE PRIORITIES

The proposed project relates directly to two of the county's top five priorities: balanced economic growth and road improvements. The proposed project involves using grant dollars to fund road improvements that are intended to help stimulate balanced economic growth within the county.

L. IF THE PROPOSED PROJECT DOES NOT APPEAR IN THE TOP FIVE COMMUNITY PRIORITIES, EXPLAIN WHY.

This document was completed by consensus (where required) of the participation of a pre-application Public Hearing held on APRIL 18, 2017, and subsequent meetings held on APRIL 20, 2017. Supportive documentation of all meetings (minutes, sign-in sheets, etc.) is attached.

SIGNATURE OF CHIEF ELECTED OFFICIAL 	PRINT NAME DANIEL K. ATWILL	TITLE PRESIDING COMMISSIONER	DATE 4-20-17
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FORM J – STATEMENT OF ASSURANCES

TO BE COMPLETED BY THE CITY / COUNTY SPONSOR

Note: An individual Form J is required for each jurisdiction in a multi-jurisdictional application.

The applicant hereby assures and certifies that:

- 1) It possesses legal authority to apply for the grant, and execute the proposed program.
- 2) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- 3) It has facilitated or will facilitate citizen participation by:
 - a) Providing citizens with an opportunity to participate in the determination of priorities in community development and housing needs;
 - b) Providing adequate notices for one or more public hearings;
 - c) Holding one or more hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application;
 - d) Providing for citizen participation when considering amendments to community development program;
 - e) Providing for citizen participation in the planning and assessment of the community development program including the development of a performance report and the submission of views to the state; and
 - f) Actions comparable to Section 104(a)(2) of the Act, as described by the State.
- 4) Its chief executive officer or other officer of applicant approved by the state:
 - a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which furthers the purposes of NEPA insofar as the provisions of such Federal law apply to the Missouri Community Development Block Grant Program;
 - b) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
- 5) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.
- 6) It will complete the Project within three years from the effective date of this CDBG Grant Agreement.
- 7) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.
- 8) It will comply with:
 - a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
 - b) Davis-Bacon Act (46 U.S.C. 2786a) with respect to prevailing wage rates (except where exempted under the law);
 - c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basis wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
 - d) Federal Fair Labor Standards Act, 29 U.S.C. Sec. 201 et seq. requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- 9) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements, including, but not limited to, the requirement

that a grant recipient must repay to the State, upon sale of the CDBG- funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Administrative Manual.

- 10) It will comply with:
 - a) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, the assurances shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - b) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;
 - c) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
 - d) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.
 - e) Titles I through V of the American with Disabilities Act of 1990;
 - f) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal Assistance;
 - g) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions' to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and
 - h) Policies required by the State to affirmatively further fair housing, derived from section 808(e)(5) of the Fair Housing Act (Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, and subsequent legislation.
- 11) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located. Contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or Non-metropolitan County) as the project employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to low income persons.
- 12) It will:
 - a) To the greatest practical extent under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition

- Policies Act of 1970 and will comply with Sections 303 and 304 of Title III, and HUD implementing instructions at 49 CFR Part 24; and
- b) Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 49 CFR Part 24 and 24 CFR 570.488
- 13) It will:
- a) Comply with Title II, of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing regulations at 49 CFR Part 24 and 24 CFR Part 570.488;
 - b) Provide relocation payments and offer relocation assistances described in Section 205 of the Uniform Relocation Act or Section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended, and HUD implementing regulations at 24 CFR 570.488 to all persons displaced as a result of acquisition of real property for an activity assisted under the community Development Block Grant program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, handicap, familial status or source of income.
 - c) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, handicap, familial status, or source of income.
 - d) Inform affected persons of the relocation assistance policies and procedures set forth in the regulations at 49 CFR Part 24 and 24 CFR 570.488.
- 14) The Grantee agrees to comply with the conflict of interest provisions specified in the CDBG 2011 Guidelines.
- 15) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities.
- 16) It will comply with the provisions of the Hatch Act which limits the political activity of employees.
- 17) It will give the State, HUD and Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the grant.
- 18) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the indicating that a facility to be used in the project is under consideration for listing with the EPA.
- 19) It will comply with the flood insurance purchase of the Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. Law 903-234, 87 Part 975, approved December 31, 1973, Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of housing and Urban Development as an area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- 20) It will, in connection with its performance of environmental assessment under the National Historic Preservation Act of 1966 (16 U.S.D. 470), Executive Order 11593, and Preservation of Archeological and Historical Preservation Act of 1966 (16 U.S.C. 469-1, et seq.) by:
- a) Consulting with the State Historical Preservation Officer to identify properties listed in or eligible for inclusion I the national register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by proposed activity; and
 - b) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- 21) It will comply with:
- a) The National Environmental Policy Act of 1969 (42 U.S.C. sec. 4321 et seq.) and 24 CFR Part 58;
 - b) Executive Order 11988, floodplain Management;
 - c) Executive Order 11990, Protect of Wetland;
 - d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);
 - e) The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. Sec. 661 et seq.);

- f) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);
 - g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);
 - h) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;
 - i) Sections 700.300 – 324 of RSMo concerning lead paint hazards;
 - j) The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);
 - k) The Federal Water Pollution Control Act of 1972, as amended, (33U.S.C.S. 1251 et seq.);
 - l) The Clean Water Act of 1977 (Public Law 95-217);
 - m) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);
 - n) Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;
 - o) Section 1352, Title 31, U.S.C. if awarded funds in excess of \$100,000;
 - p) The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;
 - q) Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);
 - r) Subpart C of 24 CFR, Part 12 regarding disclosure requirements.
- 22) It will comply with all parts of title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.
- 23) It will minimize displacement of persons as a result of activities assisted with federal assistance.
- 24) It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 106 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low or moderate income who are not persons of very low income, the grantee certified to the Secretary of such State, as the case may be, that it lacks sufficient funds received under Section 106 to comply with requirements of clause (i).
- 25) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).
- 26) It will comply with section 285.530, RSMo, which pertains to the employment of illegal aliens, and participates in a federal work authorization program as defined by this statute.


 SIGNATURE, CHIEF ELECTED OFFICIAL

Presiding Commissioner

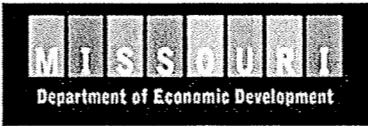
 TITLE

Daniel K. Atwill

 PRINT NAME

4-20-17

 DATE



FORM K – RESOLUTION

(An individual resolution is required for each jurisdiction in a multi-jurisdictional application)

A RESOLUTION OF THE COUNTY OF Boone, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR / PRESIDING COMMISSIONER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income”;

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives;

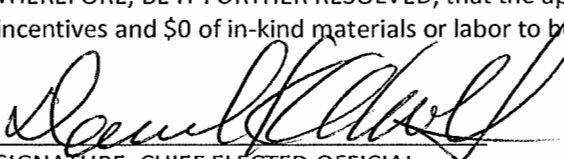
WHEREAS, The Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and,

WHEREAS, The County does have areas of need which may be addressed through the Community Development Block Grant Program.

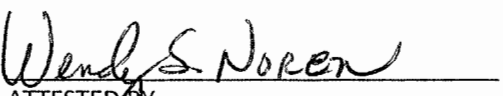
NOW, THEREFORE, BE IT RESOLVED by the County of Boone, Missouri that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED, that the Presiding Commissioner of Boone County, Missouri hereby is authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED, that the applicant will dedicate \$499,500 of local cash funds and/or tax incentives and \$0 of in-kind materials or labor to be used in this project.


SIGNATURE, CHIEF ELECTED OFFICIAL

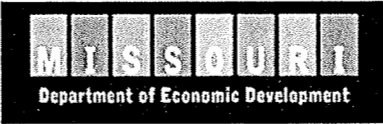
4-20-17
DATE


ATTESTED BY
County Clerk

4-20-17
DATE

(AFFIX SEAL HERE)

INSTRUCTIONS: Amount dedicated on resolution must match total County total on Form C. Resolution cannot predate public hearing.



FORM L(a) – Applicant’s CERTIFICATION ON LOBBYING RESTRICTIONS

An individual Anti-Lobbying Certification is required for each Jurisdiction in a multi-jurisdictional application.

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards (at all tiers, including contracts under grants, loans, and cooperative agreements, sub-contracts, and sub-grants) over \$100,000, and that all sub-recipients shall certify and disclose accordingly.

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

County of Boone

NAME OF APPLICANT

[Handwritten signature of Daniel K. Atwill]

SIGNATURE, CHIEF ELECTED OFFICIAL

Presiding Commissioner

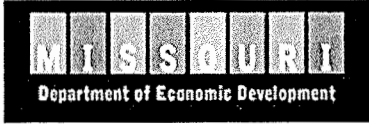
TITLE

Daniel K. Atwill

TYPED NAME

4-20-17

DATE



FORM M – CERTIFICATION REGARDING SECTION 3 UTILIZATION

(APPLICABLE ONLY IF REQUESTING \$200,000 OR MORE IN CDBG FUNDS)
(An individual Form M is required for each jurisdiction in a multi-jurisdictional application)

The City / County of Boone hereby certifies as an applicant for funding under the Missouri Community Development Block Grant program, that it will adhere to the goals and objectives of Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992, which provides that "economic opportunities" (employment, job training, contracting, etc.) generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed toward the following target groups:

Section 3 Residents, defined and prioritized as:

- Low and Very Low-Income (LMI) persons residing in public housing within the grantee's jurisdiction;
• Other Low and Very Low-Income personal residing in the project area, based on HUD's current Section 8 income limits for the county or Metropolitan Statistical Area (MSA) in which the project is located.

Section 3 Business, defined and prioritized as:

- A business that indicates it will provide specific economic opportunities for Section 3 residents located within the grantee's jurisdiction;
• A business that is at least 51% owned by Section 3 residents;
• A business whose current permanent, full-time employees include at least 30% Section 3 residents, or employees who were Section 3 residents within three years of the date of first employment;
• A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of the contract to Section 3 business.

If selected to receive program funding as a result of this application, the City / County of Boone commits to achieving a target performance goal of 30% benefit to Section 3 residents and business from CDBG-generated economic opportunities, through active recruitment and direct solicitation within the project area (non-metropolitan county or MSA) done in a fashion consistent with existing Federal, State, and local laws and regulations. It is further understood that Section 3 performance and reporting requirements will apply to all businesses awarded contracts of \$100,000 or above as a result of CDBG funding for this project.

[Handwritten Signature]
SIGNATURE, CHIEF ELECTED OFFICIAL

Presiding Commissioner

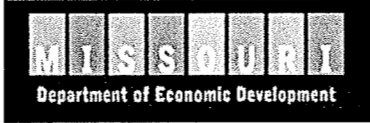
TITLE

Daniel K. Atwill

TYPED NAME

4-20-17

DATE



FORM N – RESIDENTIAL ANTI-DISPLACEMENT & RELOCATION ASSISTANCE PLAN

(Required by all applicants under Section 104(d) of the Housing & Community Development Act of 1974, as amended)
(An individual Form N is required for each jurisdiction in a multi-jurisdictional application)

The City / County of Boone will replace all occupied and vacant occupiable low / moderate-income dwelling units demolished or converted to use other than low / moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three years of the demolition of conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City / County of Boone will make public and submit, to the CDBG program, the following information in writing:

- 1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/ moderate income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provisions of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104(d) replacement dwelling unit will remain a low / moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The City / County of Boone will provide relocation assistance, as described in Section 570.488, to each low / moderate-income household displaced by the demolition of housing or by the conversion of a low / moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act:

- checkbox The City / County of will take the following steps to minimize the displacement of persons from their home: (attach list of steps on a separate sheet of paper)
checkbox Based on initial review of project, the following occupied dwellings (by address) will be demolished or converted with grant funds: (attach list on a separate sheet of paper)
checkbox [checked] The City / County of Boone certifies that NO demolition or conversion of a low / moderate-income dwellings will occur for this project.

As chief elected official of the City / County of Boone, I hereby certify that the above plan was officially adopted on the 20th day of April, 2017.

[Handwritten signature of Daniel K. Atwill]
SIGNATURE, CHIEF ELECTED OFFICIAL

Daniel K. Atwill
TYPED NAME

Presiding Commissioner
TITLE
4-20-17
DATE



COMMUNITY DEVELOPMENT BLOCK GRANT DETERMINATION OF LEVEL OF ENVIRONMENTAL REVIEW

RESPONSIBLE ENTITY (RE) County of Boone	
PROJECT NAME Public infrastructure improvements to accommodate new American Outdoor Brands facility (formerly Project Ascent)	
CDBG PROJECT # (IF FUNDED)	DETAILED PROJECT LOCATION/ADDRESS 1800 N RTE Z, N Route Z, Boone County, Missouri; Latitude: 38.965847, Longitude: -92.197293
<p>DETAILED PROJECT DESCRIPTION - <u>ALL</u> ACTIVITIES BY <u>ALL</u> FUNDING SOURCES (ATTACH ADDITIONAL PAGES AS NECESSARY)</p> <p>The proposed project involves construction of public infrastructure needed to serve American Outdoor Brands' (AOB) new distribution campus and to facilitate future development in the area. The AOB project involves phased development of a roughly 189 acre site that will include both a distribution center and freestanding office. Phase I construction includes 530,010 square feet of the distribution center with the ability to expand to approximately 1,053,750 square feet. The size of the freestanding office is yet to be determined, however a building footprint of 50,000 square feet with 125 space parking lot are being used as a placeholder for this portion of the development.</p> <p>Components of the proposed project include the following:</p> <ul style="list-style-type: none"> • Construction of a portion of the Clark Lane extension as requested by the County. Truck access to the development will be via this portion of Clark Lane. • Construction of a right turn lane at the proposed employee entrance/exit drive off Route Z. • Modifications to Route Z at both the new Clark Lane intersection and the employee drive to provide adequate sight distance. • Installation of a traffic signal at the eastbound I-70 off ramp to improve the Level of Service at that location. 	
<p>The subject project has been reviewed by the RE pursuant to HUD regulation 24 CFR Part 58 and the following Determination of Level of Environmental Review is made:</p> <p>Check the box for the appropriate level and insert full citation in the blank space provided. Check http://www.access.gpo.gov/nara/cfr/waisidx_09/24cfr58_09.html for appropriate citation.</p> <p><input type="checkbox"/> Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)</p> <p><input type="checkbox"/> Categorically Excluded NOT Subject To (CENST) §58.5 authorities per 24 CFR 58.35(b)(___)</p> <p><input checked="" type="checkbox"/> Categorically Excluded SUBJECT To (CEST) §58.5 authorities per 24 CFR 58.35(a)(___) (The Statutory Checklist is required.)</p> <p><input type="checkbox"/> Environmental Assessment (EA) is required in accordance with subpart E of 24 CFR Part 58.36</p> <p><input type="checkbox"/> Environmental Impact Statement (EIS) is required.</p>	
<p>The Environmental Review Record (ERR), as described at §58.38, contains all environmental documents, public notices and written determinations or findings required at Part 58 as evidence of the review, decision making, and actions pertaining to this particular project. Additional information, e.g., checklists, studies, analyses, and other documentation, are included, as appropriate, in the ERR.</p>	
PREPARED BY	
PRINT NAME David Bock	SIGNATURE
TITLE Community & Economic Development Planner (Mid-Missouri Regional Planning Commission)	DATE
RESPONSIBLE ENTITY CERTIFYING OFFICER	
PRINT NAME Daniel K. Atwill	SIGNATURE
TITLE Presiding Commissioner	DATE 4-20-17

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 07/31/2017)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant (CDBG)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) CFDA No. 14.228	5. Name and address of responsible entity County of Boone, 801 E. Walnut, Rm 333, Columbia, MO 65201	
6. For information about this request, contact (name & phone number) David Bock, Mid-MO Regional Planning Commission, 573-657-9779		
8. HUD or State Agency and office unit to receive request State of MO Department of Economic Development, CDBG Program	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

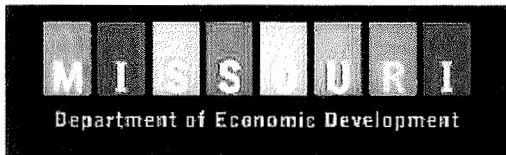
9. Program Activity(ies)/Project Name(s) Public infrastructure improvements to accommodate new American Outdoor Brands facility (formerly named Project Ascent)	10. Location (Street address, city, county, State) T48N, R11W, Section 6, Latitude: 38.965847, Longitude: -92.197293, Boone County, MO, 65202
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11. Program Activity/Project Description

The proposed project involves construction of public infrastructure needed to serve American Outdoor Brands' (AOB) new distribution campus and to facilitate future development in the area. The AOB project involves phased development of a roughly 189 acre site that will include both a distribution center and freestanding office. Phase I construction includes 530,010 square feet of the distribution center with the ability to expand to approximately 1,053,750 square feet. The size of the freestanding office is yet to be determined, however a building footprint of 50,000 square feet with 125 space parking lot are being used as a placeholder for this portion of the development.

Components of the proposed project include the following:

- Construction of a portion of the Clark Lane extension as requested by the County. Truck access to the development will be via this portion of Clark Lane.
- Construction of a right turn lane at the proposed employee entrance/exit drive off Route Z.
- Modifications to Route Z at both the new Clark Lane intersection and the employee drive to provide adequate sight distance.
- Installation of a traffic signal at the eastbound I-70 off ramp to improve the Level of Service at that location.



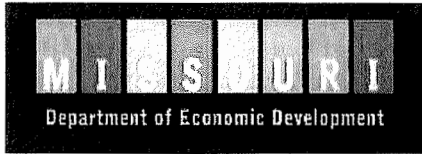
COMMUNITY DEVELOPMENT BLOCK GRANT DETERMINATION OF LEVEL OF ENVIRONMENTAL REVIEW

RESPONSIBLE ENTITY (RE) County of Boone	
PROJECT NAME Public infrastructure improvements to accommodate new American Outdoor Brands facility (formerly Project Ascent)	
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<p>DETAILED PROJECT DESCRIPTION - <u>ALL</u> ACTIVITIES BY <u>ALL</u> FUNDING SOURCES (ATTACH ADDITIONAL PAGES AS NECESSARY)</p> <p>The proposed project involves construction of public infrastructure needed to serve American Outdoor Brands' (AOB) new distribution campus and to facilitate future development in the area. The AOB project involves phased development of a roughly 189 acre site that will include both a distribution center and freestanding office. Phase I construction includes 530,010 square feet of the distribution center with the ability to expand to approximately 1,053,750 square feet. The size of the freestanding office is yet to be determined, however a building footprint of 50,000 square feet with 125 space parking lot are being used as a placeholder for this portion of the development.</p> <p>Components of the proposed project include the following:</p> <ul style="list-style-type: none"> • Construction of a portion of the Clark Lane extension as requested by the County. Truck access to the development will be via this portion of Clark Lane. • Construction of a right turn lane at the proposed employee entrance/exit drive off Route Z. • Modifications to Route Z at both the new Clark Lane intersection and the employee drive to provide adequate sight distance. • Installation of a traffic signal at the eastbound I-70 off ramp to improve the Level of Service at that location. 	
<p>The subject project has been reviewed by the RE pursuant to HUD regulation 24 CFR Part 58 and the following Determination of Level of Environmental Review is made: Check the box for the appropriate level and insert full citation in the blank space provided. Check http://www.access.gpo.gov/nara/cfr/waisidx_09/24cfr58_09.html for appropriate citation.</p> <p><input type="checkbox"/> Exempt from NEPA review requirements per 24 CFR 58.34(a)()</p> <p><input type="checkbox"/> Categorically Excluded NOT Subject To (CENST) §58.5 authorities per 24 CFR 58.35(b)()</p> <p><input type="checkbox"/> Categorically Excluded SUBJECT To (CEST) §58.5 authorities per 24 CFR 58.35(a)() (The Statutory Checklist is required.)</p> <p><input checked="" type="checkbox"/> Environmental Assessment (EA) is required in accordance with subpart E of 24 CFR Part 58.36</p> <p><input type="checkbox"/> Environmental Impact Statement (EIS) is required.</p>	
<p>The Environmental Review Record (ERR), as described at §58.38, contains all environmental documents, public notices and written determinations or findings required at Part 58 as evidence of the review, decision making, and actions pertaining to this particular project. Additional information, e.g., checklists, studies, analyses, and other documentation, are included, as appropriate, in the ERR.</p>	
PREPARED BY	
PRINT NAME David Bock	SIGNATURE
TITLE Community & Economic Development Planner (Mid-Missouri Regional Planning Commission)	DATE
RESPONSIBLE ENTITY CERTIFYING OFFICER	
PRINT NAME Daniel K. Atwill	SIGNATURE
TITLE Presiding Commissioner	DATE



**COMMUNITY DEVELOPMENT BLOCK GRANT
FINDING OF EXEMPTION
FOR SPECIFIC EXEMPT PROJECT ACTIVITIES OR EXEMPT ONLY
PROJECT (24 CFR §58.34)**

RESPONSIBLE ENTITY (RE) County of Boone	
RE ADDRESS 801 E. Walnut St., Rm 333, Columbia, MO 65201	
PROJECT NAME Public infrastructure improvements to accommodate new American Outdoor Brands facility (formerly named Project Ascent)	
CDBG PROJECT # (IF FUNDED)	TOTAL AMOUNT OF FUNDS FOR EXEMPT ACTIVITIES 229,086
The following activities have been determined Exempt per 24 CFR 58.34.	
LIST EXEMPT PROJECT ACTIVITIES ONLY - BY ALL FUNDING SOURCES: Administration Engineering Design Construction Inspection	
An Environmental Review Record (ERR) has been established supporting the above determination and is available for HUD/CDBG staff and general public review at the Responsible Entity's address.	
PREPARER SIGNATURE <i>David Bock</i>	DATE
PREPARER NAME & TITLE David Bock, Community and Economic Development Planner	
PREPARER'S AGENCY (IF DIFFERENT FROM RE) Mid-Missouri Regional Planning Commission	
As RE Certifying Officer, I consent to the above finding of exemption for the above-listed project and/or specific activities. I understand the above are exempt from NEPA review requirements pursuant to 24 CFR 58.34; therefore, do not require a CDBG release of funds (environmental approval). I understand the RE may proceed with the above activities.	
RE CERTIFYING OFFICER SIGNATURE <i>Samuel [Signature]</i>	DATE
RE CERTIFYING OFFICER NAME & TITLE	



FORM C: PUBLIC PROPERTY IMPROVEMENTS, FUNDING SOURCES, & LOCAL MATCHING FUNDS

To Be Completed by Company AND City / County Sponsor

*Documentation must be attached evidencing each source of project financing is committed to Project

Source of Funds								
Project Cost Overview	Company Funds			City / County (Cash, in-kind, forgivable loan, etc)		Other Sources* (Ch. 100, TIF, etc)		CDBG Request
	Activity	Cash	Loans	Confirmed (Y / N)	Source*	Amount	Source*	Amount
Property Acquisition								
Land	2,700,000		Y					
Existing Structures								
Site Development								
Inspections								76,751
Engineering Svcs								102,335
CDBG Administration								50,000
Other Professional Services								
Property Modifications								
Demolition								
Renovation								
New Construction		55,000,000 **	Y	Waive County Sales Tax	437,500	Chapter 100 ***	62,000	
Bldg / Leasehold Improv								
Infrastructure								
Natural Gas Lines								
Electrical distribution lines								
Sewage Treatment								
Storm sewers								
Water distribution								
Water Treatment								
Storm drainage								
Roads								1,675,440
Rail Infrastructure								
Equipment								
Mfg M & E								
Non-mfg M & E								
Furniture & Fixtures								
Other (do not use Misc, other, etc)								
Company Authorizing Signature				City / County Authorizing Signature				
Print Name	Title	Date		Print Name	Title	Date		
				Daniel K. Atwill	Presiding Commissioner			

** The company will contribute \$55 million in capital investment toward new construction, however, the exact combination of cash and loans has not been determined at this time.
 *** Chapter 100 number represents property taxes forgone that would have been payable to Boone County.

207-2017

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of April

20 17

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

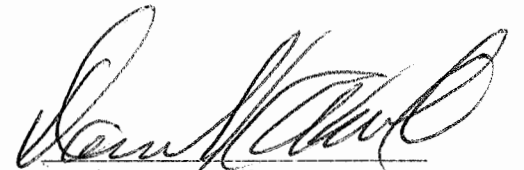
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 62-02OCT15 – HVAC Units and Parts.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One regarding HVAC Units and Parts.

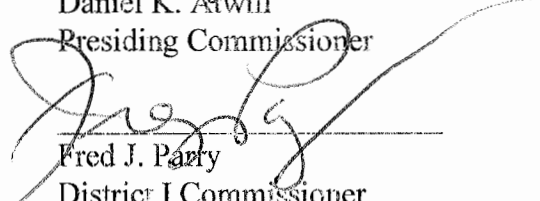
Done this 20th day of April, 2017.

ATTEST:

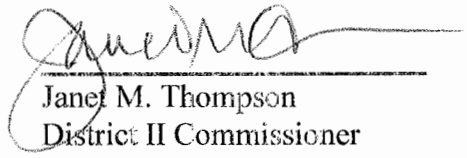
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

207-2017

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 10, 2017
RE: Amendment #1 to Contract 62-02OCT15 – HVAC Units and Parts

Contract 62-02OCT15 – HVAC Units and Parts is being assigned from Riback Supply Company to Plumb Supply Company, d/b/a Riback Supply Company per the attached amendment. Invoices will continue to be paid from department 6100 – Facilities Maintenance, account 60200 – Equipment Repairs / Maintenance.

cc: Contract File


**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
62-02OCT15 – HVAC UNITS AND PARTS**

The Purchase Agreement dated December 1, 2015 made by and between Boone County, Missouri and Riback Supply Company for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

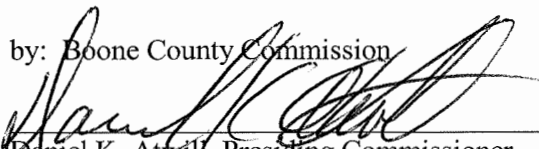
1. Contract **62-02OCT15** is hereby assigned to Plumb Supply Company LLC, d/b/a Riback Supply Company (FEIN 20-5528317) from Riback Supply Company (FEIN 43-1078589) per the attached *Agreement and Consent to Assignment of Contract* document signed by Jason Metcalf of Riback Supply Company and Jason Metcalf of Plumb Supply Company LLC, d/b/a Riback Supply Company.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

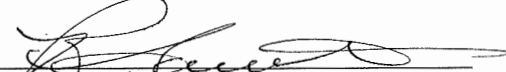
**PLUMB SUPPLY COMPANY
d/b/a RIBACK SUPPLY COMPANY**

by 
title COO

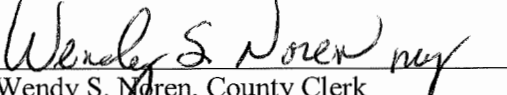
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

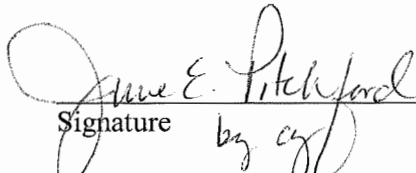

County Counselor

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.)


Signature by cyj

4/10/17
Date

6100-60200 / Term & Supply
No Encumbrance Reversal
Appropriation Account

**AGREEMENT AND CONSENT TO ASSIGNMENT OF CONTRACT
62-02OCT15 – HVAC UNITS AND PARTS**

RIBACK SUPPLY COMPANY
1112 SMITH STREET
COLUMBIA, MO 65201
FEIN#: 43-1078589
(Assignor)

PLUMB SUPPLY COMPANY LLC,
D/B/A RIBACK SUPPLY COMPANY
2412 BUSINESS LOOP 70E
COLUMBIA, MO 65201
FEIN #: 20-5528317
(Assignee)

RE: Contract: *62-02OCT15 – HVAC Units and Parts*

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.


The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

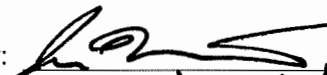
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

RIBACK SUPPLY COMPANY

**PLUMB SUPPLY COMPANY LLC
d/b/a RIBACK SUPPLY COMPANY**

by 
Printed Name: Jason McNeal
Title: COO
Date: 3/24/17

by: 
Printed Name: Jason McNeal
Title: COO
Date: 3/24/17

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of April

20 17

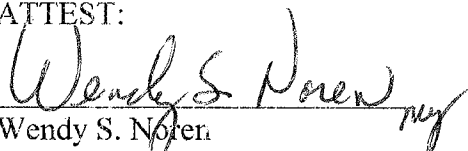
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri, Department of Administration Cooperative Contract CC170237001 to purchase one (1) Jeep Renegade Sport 4x4 from Capitol Automotive, Inc. d/b/a Capitol Chrysler Dodge, Jeep, Ram of Jefferson City, MO and dispose of one (1) 2011 Chevrolet Equinox, asset tag 17752.

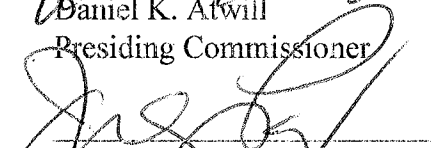
The terms of the Cooperative Contracts are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal form.

Done this 20th day of April, 2017

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 3/31/17

Fixed Asset Tag Number: 17752

Description of Asset: Chevrolet Equinox 2011

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

RECEIVED

Other Information (Serial number, etc.):

MAR 31 2017

Condition of Asset: Poor

BOONE COUNTY AUDITOR

Reason for Disposition: Repairs exceed \$8400.00

Location of Asset and Desired Date for Removal to Storage: Public Works - Dispose with Trade-In

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1261 - PA Administration

Signature Bonnie Adkins

To be Completed by: AUDITOR

Original Acquisition Date 7-8-11

G/L Account for Proceeds 1261 - 3835 NA

Original Acquisition Amount \$23,425.00

Original Funding Source 2731

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

___ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

___ Trade ___ Auction ___ Sealed Bids

___ Other Explain _____

Commission Order Number 208-2017

Date Approved 4-20-17

Signature [Handwritten Signature]

208-2017

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: April 13, 2017
RE: Cooperative Contract: 3CC170237001 – Jeep Renegade Sport 4x4

The Prosecuting Attorney's office requests permission to utilize the State of Missouri, Department of Administration cooperative contract *CC170237001 – Model Year 2017 Fleet Sport Utility Vehicles and Crossovers* with Capitol Automotive, Inc. d/b/a Capitol Chrysler Dodge, Jeep, Ram of Jefferson City, Missouri to purchase one (1) Jeep Renegade Sport 4x4.

Total cost of vehicle is \$19,178.00 and will be paid from department 1261 – Prosecuting Attorney, account 92400 – Replacement Auto / Trucks. Attached is a Budget Revision to cover the cost of the vehicle.

The Purchasing Department requests permission to dispose of the following surplus by auction:

2011 Chevrolet Equinox, fixed asset tag 17752

Attached is a Disposal Form for signature.

cc: Bonnie Adkins, Prosecuting Attorney
Contract File

PURCHASE AGREEMENT
(1) New 2017 Jeep Renegade Sport 4x4
for the Boone County Prosecuting Attorney

THIS AGREEMENT dated the 20th day of April 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capitol Automotive, Inc., d/b/a Capitol Chrysler Dodge, Jeep, Ram**, 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 one (1) new 2017 Jeep Renegade Sport 4x4 Vehicle in compliance with all bid specifications and any addendum issued for the State of Missouri, Office of Administration contract **CC170237001** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri, Office of Administration contract **CC170237001**, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Jeep Renegade Sport 4x4 with the following specifications:

	<u>Unit Price</u>
2017 Jeep Renegade Sport 4x4 Vehicle, line item #1	\$18,308.00
<u>Add Optional Equipment</u>	
Line Item #4 – Bluetooth Connectivity	\$845.00
Two (2) sets of keys/FOBs included	\$0.00
Delivery:	\$25.00
TOTAL	\$19,178.00

Exterior Color: Granite

Interior Color: Black

3. **Delivery** - Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 90 – 120 days after receipt of order. Delivery shall be to Boone County Public Works Department, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201.

4. **Title** – Title in the name of: Boone County Prosecuting Attorney. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Prosecuting Attorney, Attn: Bonnie Adkins, 705 E. Walnut, Columbia, MO 65201 and billings may only include the prices listed herein. No additional fees for paper work processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing

208-2017

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. **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:

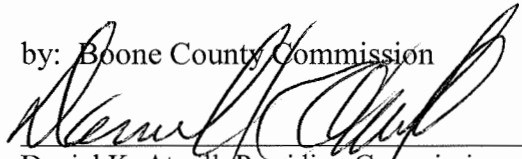
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

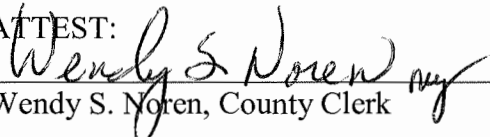
CAPITOL AUTOMOTIVE, INC.
d/b/a CAPITOL CHRYSLER DODGE JEEP RAM

by 
title _____

BOONE COUNTY, MISSOURI

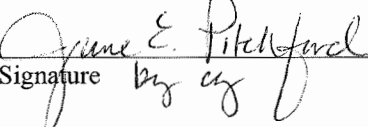
by: Boone County Commission

Daniel K. Atwill, 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.)


Signature

4/13/17
Date

1261-92400 / \$19,178.00

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

March 13, 2017

CONTRACT TITLE: MODELYEAR 2017 FLEET SPORT UTILITY VEHICLES AND CROSSOVERS

CURRENT CONTRACT PERIOD:	November 23, 2016 through June 30, 2017	
RENEWAL INFORMATION:	Original Contract Period:	November 23, 2016 through June 30, 2017
	Renewal Options Available:	Roll-Over Extension Available
	Potential Final Expiration:	December 31, 2017
BUYER INFORMATION:	Teri Schulte (573) 522-3296 Teri.schulte@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://oa.mo.gov/purchasing>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCUREMENT
CC170237001	4313059400 2 MB00097088	Capitol Chrysler Dodge, Jeep, Ram 3201 Missouri Blvd. Jefferson City, MO 65109 (573) 893-5000 (573) 893-8256 fax <u>Contacts:</u> Jeff Smith – jsmith@capitolcitycars.com Jerry Dunn – jdunn@capitolcitycars.com	No	Yes

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
CC170237002	4316465700 1 MB00089820	Landmark Dodge 1900 S. Noland Independence, MO 64055 (816) 651-6767 (816) 833-0008 fax <u>Contact:</u> Larry Wilson – landmarkdodge1@yahoo.com	No	Yes
CC170237003	4313370020 1 MB00089555	Don Brown Chevrolet 2244 South Kingshighway St. Louis, MO 63110 (314) 772-1400 (314) 772-1022 fax <u>Contact:</u> Dave Helterbrand – dave@donbrownchevrolet.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
November 23, 2016 through June 30, 2017	03/13/17	Added order cut-off dates for Chevrolet Equinox and Chevrolet Traverse.
November 23, 2016 through June 30, 2017	02/22/17	Added order cut-off dates for Jeep Cherokee and Jeep Renegade.
November 23, 2016 through June 30, 2017	12/08/16	Updated info for Jeep Cherokee.
November 23, 2016 through June 30, 2017	12/01/16	Added CAFÉ ratings to models available. Will update notice at a later date when the EPA website is updated.
November 23, 2016 through June 30, 2017	11/23/16	Initial issuance of new statewide contract

**SPORT UTILITY VEHICLES AND CROSSOVERS – 2017 MODEL YEAR
(Statewide)**

GENERAL INFORMATION

SAM 2 User Note: The state agency user will note that not all line item numbers on this notice and on SAM 2 are consecutively numbered. This is because the numbering herein follows the numbering from the RFP, which will also be the numbering the contractor will use for invoicing. For reasons of consistency between the RFP document and the contract, the line items herein follow the RFP even though they are not consecutive. SAM 2 line item numbering should match numbering on this statewide notice.

Vehicle specifications and prices, including options, are included herein.

ORDERING

Note to State Agencies: Prior to making a vehicle purchase, the state agency must complete a vehicle pre-approval form and submit to Cindy Dixon, State Fleet Manager. The pre-approval form can be found at the following website address:

<http://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order. The contractor must not ship until they are in receipt of a hard copy PGQ order.

Cooperative Procurement Members Note: The Vehicle Pre-Approval Form does not apply to cooperative procurement members only to State of Missouri agencies.

SPECIFIC CONTRACTUAL AND PERFORMANCE REQUIREMENTS OF THE CONTRACTORS:

General:

The contractor shall provide 2017 model year fleet sport utility vehicles and crossovers with all manufacturer standard equipment and any additional equipment required by the State of Missouri on an as needed, if needed basis. The base price on contract shall include all mandatory requirements and specifications presented herein.

All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard.

All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.

As applicable, all options must be factory installed.

Each vehicle shall be clean, lubricated, serviced and ready for immediate service. This shall include installation of all required options and accessories and removal of all plastic from interior and exterior of the vehicle.

Warranty:

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service.

All warranty service must be performed in Missouri.

SPORT UTILITY VEHICLES AND CROSSOVERS – 2017 MODEL YEAR
(Statewide)

Order Documentation Requirement:

At no cost to the State of Missouri, and upon request of the state agency, the contractor must provide the state agency with a copy of the order documentation submitted to the manufacturer when ordering each vehicle.

Delivery:

Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, Central Time. Deliveries shall not be made on state holidays.

The contractor shall notify the state agency a minimum of twenty-four (24) hours prior to delivery of the vehicle to the state agency location.

The contractor must understand and plan accordingly that upon delivery the state agency representative must verify the vehicle delivered has all required equipment and options and that nothing was damaged during the delivery of the vehicle. If something is damaged during delivery of the vehicle the contractor shall be responsible for all costs associated with the repair of any such damage.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin and invoice.

Each vehicle shall be delivered with the owner's manual.

The contractor shall comply with the manufacturer's recommended pre-delivery service.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.

The contractor shall understand and agree that the delivery charges (line items 39 or 40) shall not be applied nor invoiced to vehicles purchased by and delivered to Missouri state agencies. Any delivery charges shall only apply to public entities making purchases through the Missouri Cooperative Procurement Program. The contractor shall be entitled to receive the per mile delivery price (line item 39) or the guaranteed, not-to-exceed total delivery price per vehicle (line item 40) which can only be assessed for delivery of a vehicle to any cooperative entity throughout the State of Missouri. If the contractor proposes both the per mile delivery price and the guaranteed, not-to-exceed total delivery price, the contractor shall understand that the total delivery price assessed by way of the per mile price (line item 39) shall not exceed the guaranteed-not-to-exceed total delivery price per vehicle (line item 40). The lesser of the two prices (line items 39 or 40) shall be charged to the public entity.

Potential Recall or Manufacturer Initiated Customer Service Action/Notification Requirement:

The contractor shall be responsible for accessing potential recall notices from the National Highway Traffic Safety Administration (NHTSA), as well as any manufacturer initiated customer service actions prior to delivering the vehicles to the state agency location. If a recall or customer service action is found for the vehicle being delivered to the state agency, the contractor should, to the best of their ability, complete the necessary action(s) prior to delivery. If the contractor is unable to address the required recall or customer

SPORT UTILITY VEHICLES AND CROSSOVERS – 2017 MODEL YEAR
(Statewide)

service action(s) prior to delivery, the contractor must inform the state agency of the “open” recall or customer service action upon delivery. The contractor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

Financial Responsibility:

The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in vehicles the State of Missouri purchases until such time as the dealership receives payment in full for those vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

Substitutions:

The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor’s failure to provide an acceptable substitute may result in cancellation or termination of the contract.

Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

Repair or Replacement of Damaged Product:

The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the vehicle and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

NOTE: IF ANY OF THE ABOVE PERFORMANCE REQUIRMENTS ARE NOT MET AND/OR VEHICLE DELIVERED DOES NOT HAVE ALL NECESSARY EQUIPMENT, PLEASE CONTACT TERI SCHULTE AT (573) 522-3296 OR teri.schulte@oa.mo.gov.

SPORT UTILITY VEHICLES AND CROSSOVERS – 2017 MODEL YEAR
(Statewide)

Contract Number: CC170237001

Contractor: Capitol Chrysler Dodge Jeep Ram

LINE ITEM 1 – *Small / Mid-Size Sport Utility Vehicle; 4x4; 4-Cylinder*
UNSPSC Code: 25101507

MAKE/MODEL: Jeep Renegade Sport 4x4

PRICE: \$18,308.00

THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER

ORDER CUT-OFF DATE: 08/10/17

EQUIPMENT INCLUDED IN PRICE

2.4 Liter, 4 cylinder engine; Flex-Fuel	101.2 inch Wheelbase
166.6 inches Overall Length	8 inch Ground Clearance
9 Speed Automatic Transmission	1,325 lb. Payload
4,586 GVWR	Manufacturer's Standard Transfer Case
Four (4) Wheel Drive	Manufacturer's Standard Rear Axle Ratio
4-Wheel ABS, Brakes	Four (4) Door
Power Steering	All Season Tires with compact spare
Power Windows, Door Locks & Exterior Mirrors	Dual Frontal Air Bags
Manufacturer's Standard Heating and Air Conditioning	Side-Impact Air Bags
Manufacturer's Standard AM/FM Radio	Speed Control and Tilt Wheel
Front and Rear Floor Mats	Two (2) Sets of Keys
Cloth Front and Rear Seats (Manufacturer's Standard)	Daytime Running Lamps
Electric Rear Window Defroster	Remote Keyless Entry with Two (2) Transmitters

Available Exterior Colors: White, Gray, Black, Red, Granite, Blue, Orange, Yellow

Available Interior Colors: Black and Tan

Manufacturer's Estimated Fuel Mileage:	City – 21	Fuel Tank Size: 13 gallons
	Highway – 29	
	Combined – 24	CAFÉ Rating – TBD

AVAILABLE OPTIONS

Line Item 2 – Towing Package: Manufacturer's Standard \$425.00

Line Item 3 – 3rd Set of Keys (ignition and door locks) \$325.00

Line Item 4 – Bluetooth Connectivity \$845.00

Line Item 8 – Privacy Glass \$250.00

PROPANE AND/OR CNG PREP PACKAGE AVAILABLE? NO

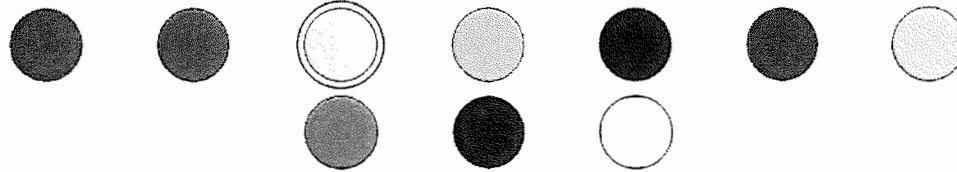
DELIVERY: 90 – 120 days ARO – Subject to Delays

WARRANTY: 3 year (36,000 miles) bumper to bumper; 5 year (100,000 miles) on the power train.



COLORS

WHEELS



Glacier Metallic Exterior Paint

**SPORT UTILITY VEHICLES AND CROSSOVERS – 2017 MODEL YEAR
(Statewide)**

The following line item has been awarded to all vendors listed above and may be used for the purchase of miscellaneous options/features for the models specified that are not stated herein.

Line Item 38 – Miscellaneous Options/Features

(Shall be used for the purchase of miscellaneous options/features not specified herein (including upcharges for special exterior paint colors; e.g., metallic). Prior to issuing a purchase order, the state agency shall contact the contractor to obtain the price for the option required.)

COOPERATIVE PROCUREMENT DELIVERY PRICE

The contractor will allow other political subdivisions throughout the State of Missouri to purchase off the contract through the Cooperative Procurement Program. The following is the applicable charges to deliver the vehicle to a cooperative procurement entity:

CC170237001 – Capitol Chrysler Jeep Dodge Ram

Price per Mile	\$1.50 (round trip per vehicle)
Guaranteed Not To Exceed Total Delivery Price	\$250.00 (per vehicle)

The vehicles will be delivered from Jefferson City, Missouri.

CC170237002 – Landmark Dodge

Price per Mile	\$1.30 (one way mileage only per vehicle)
Guaranteed Not To Exceed Total Delivery Price	\$275.00 (per vehicle)

The vehicles will be delivered from Independence, Missouri.

CC170237003 – Don Brown Chevrolet

Price per Mile	\$0.98 (round trip per vehicle)
Guaranteed Not To Exceed Total Delivery Price	\$300.00 (per vehicle)

The vehicles will be delivered from St. Louis, Missouri.

**These prices shall not apply to state agencies. It shall apply only to public entities participating in the Cooperative Procurement Program.

**SPORT UTILITY VEHICLES AND CROSSOVERS - 2017 MODEL YEAR
(STATEWIDE CONTRACT)**

**State of Missouri
Office of Administration
Division of Purchasing
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ Title: _____ Agency: _____

Date: _____ Phone: _____ Email: _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102

**You may also e-mail form to the buyer as an attachment at
Teri.schulte@oa.mo.gov**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 17

County of Boone } ea.

In the County Commission of said county, on the

20th

day of April

20 17

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

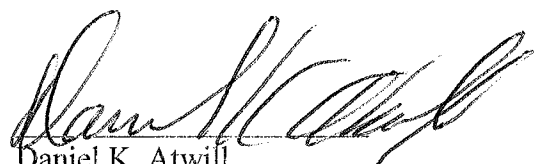
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Prosecuting Attorney to purchase a new 2017 Jeep Renegade Sport 4x4 as a replacement vehicle due to excessive repair costs to the current vehicle, a 2011 Chevrolet Equinox.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emergency	19,178	
1261	92400	PA Administration	Replacement Vehicle -- Jeep Renegade		18,308
1261	92400	PA Administration	Replacement Vehicles -- Bluetooth package		845
1261	92400	PA Administration	Replacement Vehicles -- Delivery Fee		25
				19,178	19,178

Done this 20th day of April, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Pary

District I Commissioner


Janet M. Thompson

District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

RECEIVED

4/3/17
EFFECTIVE DATE

APR / 3 2017

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	(Use whole \$ amounts)	
				Transfer From Decrease	Transfer To Increase
1123	86800	Emergency	Emergency	19,178	
1261	92400	PA Administration	Replacement Vehicles-Jeep Renegade		18,308
1261	92400	PA Administration	Replacement Vehicles- Bluetooth package		845
1261	92400	PA Administration	Replacement Vehicles - Delivery Fee		25
				<u>19,178</u>	<u>19,178</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Our Witness Location Investigator retired on March 21, 2017. He took his vehicle to Public Works to be serviced when he left. The repairs were much more extensive than we anticipated. Attached is a copy of the Vehicle Replacement Analysis form that Greg Edington prepared for us. The anticipated repairs on the 2011 Chevrolet Equinox are \$8488.00. Greg is recommending that we purchase a new vehicle. We were able to find a Jeep Renegade on the State Contract. Attached is a copy of State bid for the vehicle we would like to purchase.

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

Daniel E. Knight
Requesting Official

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

N/A A schedule of previously processed Budget Revisions/Amendments is attached

Unencumbered funds are available for this budget revision.

Comments:

Agenda

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

SPORT UTILITY VEHICLES AND CROSSOVERS – 2017 MODEL YEAR
(Statewide)

Contract Number: CC170237001

Contractor: Capitol Chrysler Dodge Jeep Ram

LINE ITEM 1 – Small / Mid-Size Sport Utility Vehicle; 4x4; 4-Cylinder
UNSPSC Code: 25101507

MAKE/MODEL: Jeep Renegade Sport 4x4

PRICE: \$18,308.00

THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER

ORDER CUT-OFF DATE: 08/10/17

EQUIPMENT INCLUDED IN PRICE

2.4 Liter, 4 cylinder engine; **Flex-Fuel**
166.6 inches Overall Length
9 Speed Automatic Transmission
4,586 GVWR
Four (4) Wheel Drive
4-Wheel ABS, Brakes
Power Steering
Power Windows, Door Locks & Exterior Mirrors
Manufacturer's Standard Heating and Air Conditioning
Manufacturer's Standard AM/FM Radio
Front and Rear Floor Mats
Cloth Front and Rear Seats (Manufacturer's Standard)
Electric Rear Window Defroster

101.2 inch Wheelbase
8 inch Ground Clearance
1,325 lb. Payload
Manufacturer's Standard Transfer Case
Manufacturer's Standard Rear Axle Ratio
Four (4) Door
All Season Tires with compact spare
Dual Frontal Air Bags
Side-Impact Air Bags
Speed Control and Tilt Wheel
Two (2) Sets of Keys
Daytime Running Lamps
Remote Keyless Entry with Two (2) Transmitters

Available Exterior Colors: White, Gray, Black, Red, Granite, Blue, Orange, Yellow

Available Interior Colors: Black and Tan

Manufacturer's Estimated Fuel Mileage: City – 21
Highway – 29
Combined – 24

Fuel Tank Size: 13 gallons

CAFÉ Rating – TBD

AVAILABLE OPTIONS

Line Item 2 – Towing Package: Manufacturer's Standard \$425.00

Line Item 3 – 3rd Set of Keys (ignition and door locks) \$325.00

Line Item 4 – Bluetooth Connectivity \$845.00

Line Item 8 – Privacy Glass \$250.00

PROPANE AND/OR CNG PREP PACKAGE AVAILABLE? NO

DELIVERY: 90 – 120 days ARO – Subject to Delays

WARRANTY: 3 year (36,000 miles) bumper to bumper; 5 year (100,000 miles) on the power train.

*ORDER
90-120 days.*



2017 Jeep Renegade Sport VS Latitude

Dodge Release - 550 x 289 - Search by image

Visit page

View image

Share

Related images:



Images may be subject to copyright. - Send feedback

Caryn Ginter

From: Melinda Bobbitt
Sent: Monday, April 03, 2017 11:41 AM
To: Caryn Ginter; Bonnie Adkins
Subject: FW: Jeep Renegade

Caryn,

Here is the e-mail with the \$25 delivery fee.

Thanks
Melinda

From: Melinda Bobbitt
Sent: Monday, April 03, 2017 8:56 AM
To: 'Jerry Dunn' <JDunn@capitolcitycars.com>
Subject: RE: Jeep Renegade

Thank you. I will mail you a contract.

Melinda

From: Jerry Dunn [<mailto:JDunn@capitolcitycars.com>]
Sent: Monday, April 03, 2017 8:44 AM
To: Melinda Bobbitt <MBobbitt@boonecountymo.org>
Subject: RE: Jeep Renegade

Good Morning Melinda

I hope all is well with you I am doing just fine and just helping the Chrysler dealership here in town part time. This job is so interesting now that I am on the other side of desk. Ha !!!! Ha!!!!

The delivery charge will be \$25.00.

Jerry

From: Melinda Bobbitt [<mailto:MBobbitt@boonecountymo.org>]
Sent: Friday, March 31, 2017 9:00 AM
To: Jerry Dunn
Cc: Jeff Smith
Subject: Jeep Renegade

Jerry,

Is there going to be a delivery charge for the Jeep Renegade for the Boone County Prosecuting Attorney for delivery to: Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201.

Vehicle Replacement Analysis Form

Complete Sections 1 and 2 then route (or email) form to your Budget Analyst

Section 1 (completed by Department)

Date: 7/7/2016
 Budget Year: 2017
 Department Name: Prosecutor
 Budget Department: 1261 Completed by: Bonnie Adkins/Greg Edington

Vehicle Information

Fixed Asset Tag # 17752 Make Chevrolet Year 2011
 Vehicle # 1003 Model Equinox Current Mileage 144187
 Estimated Resale or Trade-in Value: \$ \$ 3,366 Estimated Month of Replacement: NA Estimated Mileage @ Replacement: NA

(Use Edmunds.com to determine value; provide copy of valuation)

Description of Vehicle Use:

This vehicle is used by our Witness Location Investigator who is out in the field all day, every day serving subpoenas for court.

Explanation for Replacement:

Vehicle has higher than desired miles in addition to numerous expensive repairs that would be needed to make it functional and safe.

Vehicle Replacement Criteria Guide

Vehicle Class	Minimum Mileage	Minimum Age (Years)	Maintenance/ Acquisition Cost Ratio (Minimum)	Repair Cost/Resale Value Ratio (Minimum)
Light Duty Vehicles (Sedan, SUV, Van, Light Duty Pick-up)	120,000 - 150,000	10	50%	70%
Pick-up (Compact, 1/2T-1T)	120,000 - 150,000	10	50%	70%
Pick-up (Public Works - Cab chassis work truck, diesel)	200,000	8-10	50%	70%
Single-Axle (Public Works - diesel)	200,000	8-10	50%	70%
Tandem-Axle (Public Works - diesel)	450,000	8-10	50%	70%

At least two criteria should be met for the vehicle to be considered for replacement. If the vehicle does not meet minimum criteria, provide reason(s) for replacement in the *Explanation for Replacement* section.

Section 2 (completed by Public Works)

Vehicle Inspection Report and Cost Estimates

Please contact Greg Edington, Director for Public Works at 449-8515 to schedule a vehicle inspection. Email this form (Excel version) to gedington@boonecountymmo.org. After Sections 1 & 2 are completed, route (or email) the form to your Budget Analyst.

Description of Needed Repairs	Type	Recommendation	Cost
Engine using 4 qts of oil in between oil changes. Bob McCosh quoted \$3000 to fix the issue.	Functional	Repair as directed	\$3,000
Replace leaking water pump (located internal to the engine)	Functional	Repair as directed	\$1,000
Replace front Brakes and Rotors	Safety	Repair as directed	\$ 850
Potential Transmission Problems - may need reprogrammed or potentially rebuilt \$100-\$3000	Functional	Repair as directed	\$ 3,000
Repairs that were just completed prior to finding all of the other issues	Functional	Repaired	\$ 638
Total Cost			\$ 8,488

Section 3 (completed by Auditor's Office)

Additional Vehicle Information

Acquisition Date	<u>6/16/2011</u>	Age of Asset @ Replacement	<u>69 months</u>
Average Annual Miles	<u>25,076</u>	Total Cumulative Maintenance Expense	<u>\$ 5,533.01</u>
Maintenance Cost/ Acquisition Cost Ratio	<u>22%</u>	Annual Insurance Cost	<u> </u>
Expected Repairs/ Resale Value Ratio	<u>252%</u>	Average Cost Per Mile	<u> </u>

Should Vehicle be Considered for Replacement?

	Criteria Met (Y/N)
Minimum Mileage	<u>Y</u>
Minimum Age	<u>N</u>
Maintenance Cost/ Acquisition Cost Ratio	<u>N</u>
Repair Cost/Resale Value Ratio	<u>Y</u>

Comments:

The vehicle meets two of the criteria to be considered for replacement.

Year	<u>2017</u>	Original Appropriation	<u>850,000.00</u>
Dept	<u>1123 EMERGENCY & CONTINGENCY</u>	Revisions	<u> </u>
Acct	<u>86800 EMERGENCY</u>	Original, +, Revisions	<u>850,000.00</u>
Fund	<u>100 GENERAL FUND</u>	Expenditures	<u> </u>
		Encumbrances	<u> </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u> </u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>850,000.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>850,000.00</u>

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of April

20 17

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

**ORDER READOPTING CHAPTERS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND ADOPTING A NEW
CHAPTER 10 (PDMP ORDINANCE) OF THE CODE OF HEALTH REGULATIONS
FOR BOONE COUNTY, MISSOURI**

NOW on this 20th day of April, 2017, the County Commission of Boone County, Missouri, met in regular session and entered the following order in regard to revisions the Code of Health Regulations for Boone County, Missouri:

IT IS ORDERED that Chapters 1, 2, 3, 4, 5, 6, 7, 8, and 9 as currently maintained by the County Clerk of Boone County are hereby readopted, and a new Chapter 10 of the Code of Health Regulations for Boone County, Missouri, be revised and enacted in accordance with the text attached hereto and incorporated by reference, and

IT IS FURTHER ORDERED that the foregoing chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the Code of Health Regulations shall be effective from and after the date this order in entered.

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

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

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

Done this 20th day of April, 2017.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

Term. 20

In the County Commission of said county, on the


day of

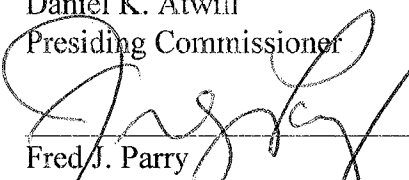
20

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

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Code of Health Regulations



Rev. 4/2017

**CODE OF HEALTH REGULATIONS
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CHAPTER I

GENERAL PROVISIONS AND ADMINISTRATION

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

County Commission and serve at the pleasure of the Commission. The Health Director is hereby authorized to appoint or designate such other officials authorized by this Code for the purpose of assisting the Health Director in administering or enforcing the provisions of this Code. All such appointments shall be subject to the discretionary review and approval of the Boone County Commission.

1.4.2 Interference with Health Officials and Employees Prohibited - No

person shall knowingly interfere with any person appointed under the provisions of this Code in the performance of his or her official duties as prescribed by this Code or as provided by state law.

1.4.3 Inspections – Persons requiring permits under this Code shall be obligated

to authorize Health Officials charged with enforcement of this Code to conduct inspections as reasonably necessary to determine compliance with the regulations applicable to such permits. Aside from inspections conducted to determine compliance with permits issued under this Code, Health Officials are hereby authorized to enter private property for the purpose of conducting inspections for the sole purpose of determining compliance with the Code and these regulations so long as such inspections are conducted outside of homes, sheds, outbuildings or other enclosures or structures, and are otherwise outside areas which an ordinary and reasonable person would believe the owner or occupant intended to be an area of privacy shielded from public view; such inspections shall be conducted during normal business hours except in cases of emergency or other exigent circumstance and such inspections shall be conducted in a manner which does not infringe upon ordinary, reasonable expectations of privacy. Any other inspection conducted for purposes of determining compliance with or

enforcement of these regulations shall be pursuant to a lawfully issued search warrant except in those cases when a search warrant is not required by law.

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

1.5 **Interpretation and Severability:** The regulations enacted in this Code are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. These regulations also shall be liberally and harmoniously construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

1.6 **Jurisdiction:** Unless and except as otherwise specifically provided in a chapter of this Code dealing with a particular aspect of public health, the regulations

contained in this Code shall be applicable to all unincorporated areas within Boone County, Missouri.

1.7 **Penalties and Remedies** - Any person who violates any requirement or provision of this Code shall be deemed guilty of a misdemeanor and shall be punished as provided section 192.300, RSMo, or as otherwise provided by law. Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as principal, agent or accessory, shall be guilty of such unlawful act, and every person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty. Every day any violation of any regulation of this Code shall continue shall constitute a separate offense unless otherwise specifically provided herein. The penal remedy provided herein shall not be exclusive and the Health Director or any health official may seek and obtain in their own name or in the name of the County any other judicial relief provided for in equity or at law, including but not limited to imposition of civil fines for violations of this Code as provided for in section 49.272, RSMo, and such other declaratory and injunctive relief as may be appropriate under the circumstances.

1.8 **Repeal of Regulations** - The repeal of any regulation or part of any regulation shall not affect any act done or right accrued or established in any proceeding, action, suit or prosecution had or commenced prior to the time when such repeal shall take effect, but every such act, right or proceeding shall remain and continue as valid and effectual as if such repeal has not taken place. No offense committed, and no fine, forfeiture or penalty incurred previous to the time when the repeal of

any regulation shall take effect, shall be affected, released or in any way discharged by such repeal, but the trial, conviction and punishment of all such offenses and the recovery of all such fines, forfeitures and penalties shall be had in all respects as if such repeal had not taken place. No action, prosecution, suit or proceeding pending at the time the repeal of any regulation or part of any regulation shall take effect shall be affected by such repeal. Each such action, prosecution, suit or proceeding as set out in the preceding paragraph shall be continued and prosecuted to a final determination, or judgment or execution, as if such repeal had not taken place.

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

1.10 **Maintenance of Code** - The original and supplements to this Code shall be prepared and printed whenever authorized or directed by the County Clerk and the Code shall be maintained by the County Clerk or such persons or officers as the County Commission may otherwise direct from time-to-time by order of the Commission. A supplement to the Code shall include all substantive permanent and general parts of regulations passed by the County Commission during the period covered by the supplement and all changes made thereby in the Code. The pages of a supplement shall be so numbered that they will fit properly into the

Code and will, where necessary, replace pages which have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the Code will be current through the date of the adoption of the latest regulations included in the supplement. In preparing a supplement to this Code, all portions of the Code which have been repealed shall be excluded from the Code by the omission thereof from reprinted pages. When preparing a supplement to this Code, the County Clerk or other person or officer designated as provided herein may make formal, nonsubstantive changes in regulations and parts of regulations included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, but not by way of limitation, the County Clerk or other designated person or officer may: may publish the Code in printed form and in electronic media; organize the Code and provide appropriate headings, titles, and catchlines for the chapters, sections, subsections and other parts of the Code; prepare tables of contents, indexes, appendices, covers, and other publication features in original electronic or printed form and in supplement; make changes in such headings, titles and catchlines; assign appropriate numbers to sections and other subdivisions to be inserted in the Code and, where necessary to accommodate new material, change existing section or other subsection or part numbers; change the words "this regulation" or words of the same meaning to "this chapter, " "this section, " "this subsection, " etc., as the case may be, or to "sections_____to_____"(inserting section numbers to indicate the sections of the Code which embody the substantive sections of the regulations incorporated into the Code); and make other nonsubstantive changes necessary to preserve the original meaning of regulation chapters and sections inserted into the Code; but in no case shall the County Clerk or other designated

person or officer make any change in the meaning or effect of regulation material included in the supplement or already embodied in the Code.

CHAPTER II
ANIMAL CONTROL

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

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

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

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

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

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

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

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

2.3.12 **Vicious And Nuisance Dog Advisory Board** - An advisory board consisting of persons appointed by the Boone County Commission which evaluates evidence concerning dogs which are claimed to be vicious or a nuisance dog as defined in these regulations and makes a recommendation on their classification and disposition to the Health Director. The board shall consist of five (5) members appointed by the Boone County Commission and shall consist of one licensed veterinarian, one animal control officer, one member from the Boone County Board of Health, one member from the public with a working knowledge of dogs, and one member of the public at large. Each member shall serve for a term of three (3) years without compensation. The board shall convene at the request of the Health Director to review any appeal concerning a claim that a dog is vicious or nuisance dog. There shall be no required quorum of board members to hold an appeals hearing.

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

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

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

2.4.2.1 Procedure For Classification of Vicious And Nuisance Dogs

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

2.4.2.1.1 Complaint and Investigation - A complaint may be presented to any law enforcement officer or law enforcement department having jurisdiction, or to an animal control officer or to a health official. A complaint shall be investigated by a health official or animal control officer or other person designated by the Health Director to determine if there is probable cause to believe that a dog is vicious or a nuisance dog as defined by these

regulations. Complaints shall be investigated only when submitted by a citizen who is willing to testify that the dog has acted in a manner which may reasonably cause it to be classified as a vicious or nuisance dog as defined in these regulations, or the complaint is based upon a dog bite report filed with a law enforcement officer, animal control officer, or a health official, or an animal control officer, health official, or law enforcement officer observes the dog to act in a manner which may reasonably cause it to be classified as a vicious or nuisance dog as defined in these regulations. The results of all investigations shall be submitted to the Health Director for review and determination of whether a dog should be classified as a vicious or nuisance dog under these regulations.

2.4.2.1.2 Vicious or Nuisance Dog Declaration - When the Health Director determines after review of investigation reports submitted that there is probable cause to believe that a dog is vicious or a nuisance, then the Health Director may issue a declaration that a specific dog is classified as a vicious or nuisance dog. The declaration shall be in writing and shall contain a description of the animal, the name and address of the owner or possessor of the animal (if known), the whereabouts of the animal (if it is not in the custody of the owner), the facts upon which the vicious or nuisance dog declaration is based, the availability of an appeal and hearing in case the owner or possessor objects to the declaration and that a request for a hearing must be made within five (5) business days of service of the declaration upon the owner

or possessor, the restrictions placed on the animal as a result of the vicious or nuisance dog declaration, and the penalties for violation of the restrictions, including the possibility of destruction of the animal and imposition of fine or imprisonment. The vicious dog declaration shall be in writing and shall be personally served on the owner or possessor of the dog, or if the owner or possessor cannot be served personally, then served by regular mail to the last known address of the owner or possessor, or if the owner or possessor cannot be located, then service can be made by publication in a newspaper of general circulation in the closest city or town having such a newspaper where the dog was observed or seized.

2.4.2.1.3 Appeals of Vicious or Nuisance Dog Declarations

Any owner or possessor of a dog declared a vicious or nuisance dog may appeal that determination by filing a written request with the Health Director to review and set aside that declaration within five (5) business days of being served with notice of the declaration. The Health Director shall schedule an informal hearing with the owner or possessor of a dog subject to such declaration within fifteen (15) business days of receipt of such request for review. The hearing shall be conducted before the Health Director or his or her appointed representative, available members of the Vicious and Nuisance Dog Advisory Board, and shall include upon request the voluntary attendance of the dog owner or possessor and/or his or her representative, an animal control officer having personal knowledge of the dog, the

complainants and/or their representative, and any other interested parties or witnesses. At such hearing the Health Director or his or her appointed representative shall receive all relevant evidence presented by the complainant, the dog's owner/possessor, as well as the health official or animal control officer or law enforcement officer involved, and the recommendation of the Vicious and Nuisance Dog Advisory Board. The Health Director or his or her appointed representative shall decide at the conclusion of the hearing whether to affirm or set aside the declaration. Any final determination by the Health Director that a dog is a vicious dog or nuisance dog as defined in these regulations or any such declaration to which no timely request for review is made shall create a conclusive presumption that the dog determined to be a vicious dog or nuisance dog is in fact and in law a vicious dog or nuisance dog as defined in these regulations for purposes of any legal proceedings after such final determination applicable to such dog, or owner or possessor thereof. However, a finding that a dog is a vicious dog or nuisance dog pursuant to the provisions of these regulations shall not be a condition precedent to institution of any civil, quasi-criminal or criminal proceeding under these regulations, or any other provision of law. In any legal proceeding where a final determination has not been made pursuant to these regulations, the question of whether or not a dog is vicious or a nuisance shall be a factual issue to be determined as a part of such proceeding. Any final decision of the Health Director shall be in

writing stating the facts upon which it is based, and whether under these regulations such dog is in fact a vicious dog or nuisance dog. Any further appeals thereafter shall be as provided by law.

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

2.4.2.2.1 Vicious and Nuisance Dog Permits - No person shall own or possess a vicious dog or nuisance dog without an annual permit issued by the Health Director. Any person owning or possessing a vicious dog or nuisance dog shall obtain and maintain a permit authorizing the possession and ownership of such dog within 10 business days of the Health Director declaring such dog to be vicious or a nuisance. Any appeal of the Health Director's declaration of a dog to be vicious or nuisance shall not affect the requirement for an annual permit or requirements for management and control of vicious dogs and nuisance dogs established by these regulations, but in the event that the declaration of the Health Director is set aside by the Health Director or final decision of a court of competent jurisdiction, then such permit shall be void and any permit fees paid to the Health Director for such permit shall be refunded. The Health Director shall furnish permit application forms containing such information as deemed reasonable by the Health Director. A permit applicant shall pay such user fees as are established by order of the County Commission as are reasonably necessary for administration and enforcement of these regulations

for the management and control of vicious dogs. Permits issued for vicious dogs shall expire one year from date of issuance unless renewed; all such permits shall be renewed annually unless the vicious dog or nuisance dog which is the subject of the permit is dead or the ownership and possession of such dog has been permanently transferred outside of geographic jurisdiction of these regulations; a prorated refund of any annual permit fee is authorized in the discretion of the Health Director if it is proven to the Health Director's reasonable satisfaction that a vicious dog or nuisance dog subject to the annual permit is dead or has been permanently transferred outside of the jurisdiction as well as the date of such event.

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

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

2.4.2.2.3 Standards for Vicious Dog Kennels - A kennel used for keeping a vicious dog must have secure sides of sufficient height and a secure top attached to the sides to prevent escape. Such kennel must have a secure bottom or floor attached to the sides of the kennel, or the sides of the kennel must be embedded in the ground no less than two (2) feet. The kennel must be locked with a key or combination lock when such animals are within the structure. Any such kennel must comply with all applicable

zoning and building regulations. The Health Director or his representative may permit alternative pen construction, if the other construction is determined to be equivalent or superior in safety to the above requirements. In Urban Service areas, any such kennel must be located at least ten (10) feet from any property line.

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

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

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

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

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

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

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

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

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

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

grounds for the court to dissolve a stay of the Health Director's order of destruction. In addition, the Health Director may alternatively seek an order of destruction provided for in this section by independent civil equitable proceeding or may request such order as relief as a part of any quasi-criminal or criminal proceeding applicable to a vicious dog or owner or possessor thereof. Regardless of the disposition of a vicious dog under this section the owner or possessor of a vicious dog shall be liable for the expenses of impoundment, boarding and/or destruction as authorized by this chapter if the dog is in fact a vicious dog.

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

2.4.4 Confinement and Control of Dogs in Urban Service Areas - It shall be unlawful for any dog to be unconfined or unrestrained within an urban service area, or for any person who owns or possesses a dog to permit such dog to be within an urban service area unconfined or unrestrained, unless such dog is on real estate owned or lawfully possessed by such owner or possessor, or such dog is on real estate owned or lawfully possessed by another person who has expressly consented to the presence of such dog, or such dog is in a motor vehicle being driven or parked upon a public road, or such dog is engaged with its owner or possessor in hunting or training, or such dog is under the immediate control of its owner or possessor by means of a leash or trained command. The provisions of this section are not intended, nor shall be construed, to abrogate or modify any

other provisions of law pertaining to trespass or the rights and privileges pertaining to the ownership or possession of real or personal property.

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

2.4.6 Female dogs in heat: In Urban Service Areas as defined in these regulations, the owner or person responsible for a female dog in heat shall confine the animal within a building or secure enclosure and otherwise handle such dog in such a manner that the animal shall not be accessible to other dogs except for planned breeding.

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

consenting person properly prepared as an attack target, or dogs lawfully defending persons or property.

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

2.5 Possession and Sale of Dangerous Exotic Animals; Registration and Permitting; Impoundment; Disposition - No person shall keep, harbor, own or knowingly allow to be in or upon his the person's premises any dangerous exotic animal unless such dangerous exotic animal shall be registered, licensed or permitted as lawfully required by the Missouri Department of Conservation, the United States Department of Agriculture or such other applicable federal, state of Missouri, or county agency; in the event no federal, state of Missouri, or county agency requires registration, licensing or permitting of a particular exotic animal, then such animal shall be registered with and permitted by the Health Director. No person or business shall sell or offer for sale any dangerous exotic animal unless the seller is registered, licensed or permitted as lawfully required by the Missouri Department of Conservation, the United States Department of Agriculture, or such other applicable federal, state of Missouri, or county agency; in the event no federal, state of Missouri, or county agency requires registration, licensing or permitting of a particular dangerous exotic animal, then such animal shall be registered with and permitted by the Health Director. The provisions of this subsection shall not apply to a properly maintained and regulated zoological park, circus, scientific or educational institution, research laboratory or veterinary hospital. Any animal that is determined by the Health Director or Health Official to be an unregistered, unlicensed, or

without an applicable permit as a dangerous exotic animal in compliance with these regulations, or otherwise not in compliance with any provision of these regulations applicable to dangerous exotic animals, may be immediately impounded. Except for exigent circumstances, if the owner of such dangerous exotic animal does not consent to removal of the animal, or if the owner of the property on which the animal is located does not consent to entry onto the property, the Health Director or Health Official shall enter the property and remove the animal only pursuant to a warrant issued by a judge. Any impounded dangerous exotic animal shall remain impounded until the Health Director or a Health Official determines that the animal is not a dangerous exotic animal, or the owner or possessor satisfies the Health Director or Health Official that the animal is registered or permitted as required by these regulations and will be kept in a lawful manner; or the owner relinquishes ownership of the animal and the animal is either humanely destroyed or placed with a person who shall keep the animal in a lawful manner as required under these regulations; or a person charged with a violation of this section has been found not guilty and the judge orders the animal released; or an circuit or associate circuit court judge determines that the animal is not a dangerous exotic animal.

2.5.1 **Permits, In General:** All persons or businesses that sell or offer for sale any dangerous exotic animals shall obtain an annual permit from the Health Director. The Health Director shall make such permit forms available containing such information as deemed reasonable by the Health Director. Any person who shall keep, harbor, own or knowingly allow to be in or upon their premises any dangerous exotic animal not otherwise registered, permitted, or regulated by the Missouri Department of Conservation, or the United States Department of Agriculture, or such other applicable federal, state of Missouri, or county agency

not otherwise exempt from these regulations shall obtain an annual permit from the Health Director. Such permits shall only be issued after an inspection by a Health Official to check and verify cage and health standards suitable for the species being housed. All cage and health requirements shall meet or exceed the standards of the Animal Welfare Act, 7 U.S.C. §§ 2131-2159 and Regulations issued by the United States Department of Agriculture, 9 CFR Ch. 1, Subch. A, Parts 1-4, applicable to the dangerous exotic animal which is permitted. Any person or business that possesses, sells or offers for sale any dangerous exotic animal subject to a permit required under these regulations shall allow the Health Director and Health Officials access to all parts of every building that is used to house said dangerous exotic animals at reasonable hours for purposes of determining compliance with and enforcement of these regulations. The annual permit fee shall be established by the order of the County Commission as are reasonably necessary for administration and enforcement of these regulations. The permit shall expire one year from the date of issuance and shall be renewed annually unless the person that possesses, sells or offers for sale can provide proof that they no longer possess or are no longer engaged in the business of selling or offering for sale any dangerous exotic animal; if such proof is provided to the satisfaction of the Health Director, a prorated refund of the annual fees may be granted.

2.5.2 Permit Administration - No dangerous exotic animal permit shall be renewed except by the Health Director making a written endorsement of renewal upon the existing permit prior to the expiration date of such permit and payment by the permittee of required fees at the time of renewal. Failure to request or obtain renewal prior to the expiration date shall require the permittee to submit an

application for new permit. Dangerous exotic animal permits may not be transferred to a successor owner or possessor of a dangerous exotic animal. The Health Director may deny issuance of a permit to possess or sell or offer to sell a dangerous exotic animal, or may terminate an existing permit, for violation of or having violated the regulations governing dangerous exotic animals or in cases where the Health Director has reasonable grounds to believe that the applicant for a permit will be or is unable to comply with the requirements of the regulations governing dangerous exotic animals. In the event the Health Director denies issuance of a permit or terminates a permit, the applicant or permittee shall be notified in writing of the reason or reasons for denial or termination. An applicant denied a permit or who has had a permit terminated may request in writing a hearing before the Director of the Department of Health stating the grounds in support of the request within thirty (30) days of the notification of denial or termination. The ruling of the Director shall be final; any further appeal or review of the decision shall be as provided by Chapter 536, RSMo.

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

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

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

2.6.3 **Animal Shelter, Establishment** - The Boone County Commission, with the advice of the Health Director, shall provide an animal shelter or shelters for the reception and humane care of impounded animals and for this purpose may contract with any governmental entity, not for profit corporation or association or licensed kennel upon such terms and conditions as are mutually deemed appropriate.

2.6.4 **Interference with Health Officials and Animal Control Officers**

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

2.6.5 **Refusal to Deliver Animals to Animal Control Officers Prohibited** - No person shall refuse to deliver an animal to an animal control officer when requested to do so under impoundment provisions of this chapter.

2.6.6 **Removal of Animals from Animal Control Officers or Shelters**

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

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

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

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

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

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

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

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

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

2.7.5 Impoundment for Observation, Disposition - Any dog or cat impounded pursuant to subsection 2.7.2 of this chapter shall be securely confined by an animal control officer at the county animal shelter or by a licensed veterinarian of the owner's or possessor's choice for a period of ten days after the reported bite or injury to a human being for observation for symptoms or manifestations of rabies. If such dog or cat exhibits symptoms or manifestations of being infected with rabies, in the opinion of a licensed veterinarian, then such dog or cat shall be euthanized and submitted for rabies diagnosis upon authorization of the Health Director. If such dog or cat exhibits no symptoms or manifestations of rabies after the required observation period, then such animal may be redeemed or disposed of in accordance with the provisions of 2.7.4. The Health Director may authorize other secure confinement of a dog or cat for the observation period specified above by the owner or possessor of such animal whenever Boone County and its contiguous counties are not under a rabies alert issued by the State

Department of Health and it is proven to the director's satisfaction that the bite was provoked and such animal had been vaccinated for rabies at the time the bite or injury to a human being occurred.

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

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

APPENDIX
CHAPTER II
ANIMAL CONTROL

Geographical Description of Urban Service Areas

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

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

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

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

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

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

The West ½ of Sections 6 and 7.

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

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

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

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

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

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

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

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

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

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

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

All of Sections 1, 2, 11 and 12.

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

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

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

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

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

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

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

CHAPTER III

SMOKING IN GOVERNMENT BUILDINGS

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

CHAPTER IV

SMALL ON-SITE WASTEWATER SYSTEMS

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

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

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

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

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

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

4.4.1 **Exceptions to Design and Construction Standards** - The Regulations 19 CSR 20-3.060 **Minimum Construction Standards for On-Site Sewage**

Disposal Systems, as amended, are hereby amended for purposes of this chapter as follows:

4.4.1.1 **Soil Scientist** - The term "soil scientist" defined in 19 CSR-20 3.060(1)(A)61 shall be defined as follows - A soil scientist shall have a minimum of 15 semester credit hours of courses in soil sciences including a minimum of 3 credit hours in the area of soil morphology and interpretation as well as a minimum of 3 years field experience by employment or otherwise in interpreting soil texture, color, structural and stratigraphic properties relative to temporal fluxes of water in soil landscapes.

4.5 **Permit Required for Construction or Modification of Small On-site Wastewater Systems:** From and after the effective date of these regulations no small on-site wastewater system shall be constructed or modified except in accordance with the terms and conditions of a valid permit issued pursuant to these regulations. The issuance of a permit in accordance with these regulations does not relieve the permittee of the responsibility to properly plan, design, construct, install, modify, operate or maintain the system as may be otherwise regulated by law, rule or regulation, nor does issuance of such permit guarantee that the system will function in compliance with these regulations or other applicable laws, rules or regulations.

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

4.5.2 **Permit Application Processing Procedures** - The administrative authority shall review all permit applications initially for completeness; incomplete applications shall be returned to the applicant for completion. The administrative authority shall take final action on all completed permit applications within fifteen (15) calendar days of submission by either approving the application and issuing the permit, issuing the permit with modifications necessary for compliance with these regulations, or denying the permit. Any permit issued with modifications or denied shall be accompanied by written reasons for such modification or denial and in the case of denial, the administrative authority at its discretion may recommend corrective action. Any applicant aggrieved by the issuance of a permit with modifications or denial of a permit may appeal such issuance or denial to the Board of Review within 30 days of such issuance or denial in accordance with the provisions of these regulations.

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

4.5.4 **Operation of Small On-site Wastewater System** - No small on-site wastewater system shall be operated unless and until a final inspection of same is conducted by the administrative authority and the system is approved and found to be in compliance with these regulations. No final inspection shall be conducted or approval granted unless the system is exposed for inspection without backfilling so that the system can be examined for compliance with these regulations. Any small on-site wastewater system which has been backfilled in whole or part or otherwise covered such that a complete inspection for compliance cannot be conducted shall upon request of any representative of administrative authority be uncovered, re-excavated or otherwise exposed at the sole expense of the permittee such that a complete inspection can be conducted for purposes of determining compliance with these regulations. Any permittee who shall fail to expose a small on-site wastewater system for inspection under the provisions of these regulations shall be subject to permit suspension or revocation. Any permittee who shall fail to expose a small on-site sewage system to inspection after construction or modification within thirty (30) days after request of a representative of the administrative authority shall be subject to permit revocation.

4.5.5 **Permit Modification** - No small on-site wastewater system shall be

constructed or modified in deviation from the terms and conditions of the permit and approved application therefore unless a new application or amended application for such permit has been first filed with the administrative authority and approved by such authority or a waiver of permit modification has been granted pursuant to section 4.5.6.

4.5.6 Waiver of Permit Modification - Submission of a new or amended application for small on-site wastewater system permit may be waived by the administrative authority in cases where approved materials and/or procedures cannot be used under the terms and conditions of the existing permit and alternative materials or procedures will meet minimum standards without substantial change in the small on-site wastewater system approved under the existing permit and which will not result in any violation of these regulations. The administrative authority may grant such waiver orally upon oral request provided the request and waiver is documented on forms approved by the Administrative authority and signed by the permittee and a representative of the Administrative authority granting the waiver. Failure or refusal of the administrative authority to grant an oral waiver shall not entitle the permittee to appeal such decision to the Board of Review.

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

4.5.7.1 Expiration of Permit - All small on-site waste water system permits shall be valid for six months after date of issuance and the administrative authority shall record the expiration date on each such permit. Permits may be renewed for additional ninety (90) day periods after the initial period of validity for good cause provided there have been

no changes in the plans for construction or modification of the system under the initial permit and application for renewal is made prior to the expiration date of the permit. No small on-site wastewater system permit shall be renewed except by the administrative authority making a written endorsement of renewal upon the existing permit prior to the expiration date of such permit. Failure to request or obtain renewal prior to the expiration date shall require the permittee to submit an application for new permit.

4.5.7.2 Transfer of Permit - Small on-site wastewater system permits may be transferred only to successor property owners prior to completion of construction or modification for which the permit is issued by completion of ownership transfer documents issued and approved by the administrative authority. All terms and conditions of issued permits for construction or modification shall be automatically applicable to any successor property owner upon transfer of ownership.

4.5.8 Permit Denial - The administrative authority may deny an on-site wastewater system permit for any of the reasons enumerated in sections 4.5.8.1 through 4.5.8.3. In the event the administrative authority denies issuance of a permit the applicant shall be notified in writing of the reason or reasons for denial. An applicant denied a permit may request in writing a hearing before the Director of the Department of Health stating the grounds in support of the request within thirty (30) days of the notification of denial. The Director shall consider the application, the facts presented by the applicant at the hearing, the facts presented by the administrative authority at the hearing, and will render a decision on the application on the basis of the substantial and competent evidence adduced at the

hearing. The applicant shall bear the burden of proof to establish facts supporting the issuance of a permit. The hearing is not a review of the decision of the administrative authority. The hearing shall be for the purpose of the Director to render an independent decision on the application on the basis of the record. Such a determination after hearing shall be the final decision of the Department of Health on the application. The ruling of the Director shall be final; any further appeal or review of the decision shall be as provided by Chapter 536, RSMo.

4.5.8.1 Denial Due to Violation of Design and/or Construction

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

4.5.8.2 Denial Due to Violation of Applicable Building, Subdivision or

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

4.5.8.3 Denial Due to Location Within Reasonable Distance of Public

Sanitary Sewer - A small on-site wastewater system permit may be denied because the building lot upon which it is to be located is within a reasonable distance of a public sanitary sewer to which connection is practicable and is permitted by the governmental agency or utility owning or operating the sanitary sewer, or in the case of a nonconforming on-site wastewater system under section 4.8, no such permit shall be issued where such a system constitutes a nuisance as otherwise prohibited in these regulations and the building lot upon which such system exists is located

within a reasonable distance of a sanitary sewer to which connection is practicable. The administrative authority shall consider all relevant factors in determining if a public sanitary sewer connection is practicable and within a reasonable distance, including, but not limited to, the topography of the lot and surrounding land, the cost of connection, the cost of connection relative to an engineered on-site system (including cost estimates for ongoing maintenance), the watershed the lot is located within, and any other relevant factor bearing on the public health.

In circumstances in which an existing on-site wastewater treatment system has been declared a nuisance under the Code and due to lot size, topography, or other factors, it is impracticable to install an on-site wastewater treatment system which complies with these regulations, then in such circumstances it shall be presumed that connection to a public sanitary sewer is practicable. It shall be the responsibility of the person seeking a permit to investigate and demonstrate to the satisfaction of the Administrative Authority that no public sanitary sewer connection is available and/or practicable under these criteria as a condition of issuance of a permit.

4.5.9 Permit Suspension and Revocation - The administrative authority may suspend or revoke a permit before construction or modification of a small on-site waste water system is completed due to noncompliance with the terms of the permit or these regulations, unapproved modifications in design or construction, false information submitted in the application for permit, changing site conditions which would result in a violation of one or more of the provisions of these regulations, submission of false percolation test data or false soil

morphology/landscape data, permittee misrepresentation concerning compliance with these regulations, or any other reasons necessary for protection of the public health or safety. Except in cases where continued construction or modification under permit would present an imminent threat to human health, life or safety, a permittee shall be given at least five (5) days advance written notice of the administrative authority's intent to suspend or revoke a permit which shall contain a written statement of the reasons for the proposed suspension or revocation, duration of suspension (if applicable) together with notice of corrective actions (if applicable) necessary to authorize the permittee to retain the permit. The permittee may appeal a notice of suspension or revocation to the County Commission by submitting a written notice of appeal to the administrative authority on or before the date suspension or revocation is to take effect. An appeal shall not stay the suspension or revocation of a permit unless so ordered by the County Commission upon a showing of good cause or with consent of the administrative authority. The County Commission shall determine the appeal of any suspension or revocation as soon as reasonably practicable; the decision of the County Commission shall be final and any further appeal or review shall be as prescribed by Chapter 536 RSMo.

- 4.6 **Health Director Oversight; Variances and Appeals:** The Health Director shall review and determine applications for variances as authorized by these regulations and hear and determine appeals from administrative authority decisions as are authorized and prescribed by these regulations. The Health Director may grant variances from the strict application of these regulations in cases where a property owner or occupant qualify for a permit to construct or modify a small on-site wastewater treatment system under section 4.5 of these regulations, would not

otherwise be able to effectively or properly use a small on-site wastewater system, and the grant of a variance would not result in contamination of surface waters or ground water or present a nuisance or health hazard to any person and would not result in the discharge of treated or untreated domestic sewage or human waste off the property subject to the permit. No variance shall be granted on the condition of reduced water usage or maximum specified water usage. The Health Director may impose such conditions on a variance as deemed appropriate for purposes of preventing contamination of surface waters or ground water or preventing a nuisance or health hazard condition to other persons or preventing discharge of treated or untreated domestic sewage or human waste off the property subject to the permit.

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

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

the administrative authority.

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

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

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

construction or modification of the small on-site wastewater system authorized under such exempted person's permit.

4.7.4 Certification Requirements for Inspectors - A natural person may be certified as a small on-site wastewater system inspector under these regulations if such person receives instruction and meets minimum qualifications required of the administrative authority pertaining to the operation of small on-site wastewater systems and the application of these regulations to such systems. The Administrative authority is authorized to establish such courses of instruction and testing as it may deem appropriate from time to time to insure inspections are properly performed under these regulations and may issue exemptions from the training and testing requirements for persons it finds qualified as inspectors due to education and experience. It shall be the responsibility of the party requesting exemption to prove to the Administrative authority's reasonable satisfaction their qualification for exemption.

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

4.7.6 Revocation of Certification - The administrative authority may revoke

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

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

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

- 4.9 **Discharge of Wastewater Off Property Prohibited:** No person or property owner may operate an on-site waste water treatment or sewage disposal system or

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

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

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

CHAPTER V

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

- 5.1 **Purpose** - The regulations in this chapter are enacted for the purpose of regulating and licensing tattoo artists and dermagraphic technicians and persons working for and under them as well as tattoo and dermagraphic technician businesses in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous disease into Boone County, Missouri.
- 5.2 **Authority** - These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo.
- 5.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:
- 5.3.1 **Health Director or Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person so designated on a temporary basis by order of the Boone County Commission. As used in this chapter, the term Health Director or Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter.
- 5.3.2 **Operator** - A person who practices the art of tattooing or otherwise administers a tattoo or acts as a dermagraphic technician for compensation of any type.
- 5.3.3 **Patron** - A person who enters a tattoo establishment for the purpose of obtaining a tattoo or who is tattooed in any manner at tattoo establishment.

- 5.3.4 **Person** - "Person" shall mean any individual, firm or corporation, owner or operator of a tattooing establishment.
- 5.3.5 **Tattooing** - "Tattooing" shall mean any method of placing designs, letters, scrolls, figures, symbols or any other marks upon or under the skin with ink, natural pigments or colors, by the aid of needles or instruments.
- 5.3.6 **Tattooing Establishment** - Any place or facility where the art of tattooing is performed by an operator as defined in these regulations.
- 5.4 **Permit Required** - It shall be unlawful for any person owning, controlling or leasing, acting as agent for, conducting, managing or operating any tattooing establishment to practice the art of tattooing or to be an operator as the term is defined in these regulations or engage in the practice of tattooing without first applying for and receiving a permit from the director in the manner herein provided or for any such person to act as a tattoo operator or operate a tattooing establishment while such permit is under suspension or revocation.
- 5.5 **Permit Issuance** - Upon approval of an operator's application for a permit to engage in the practice of tattooing and after on-site inspection by the Health Director demonstrates that an applicant's tattoo establishment is in compliance with these regulations, the Health Director shall, upon payment of a license fee hereinafter provided, issue the permit to the designated permittee. Every person engaged in the business of conducting, managing or operating a tattooing establishment shall pay a permit user fee each year or for any portion of the year as established by order of the Boone County Commission, payable annually in advance to the Boone County Department of Health. Upon approval of an application for a permit to engage in the practice of tattooing, the director shall, upon payment of a license fee hereinafter provided, issue the permit to the

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

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

regulations regardless of whether corrective actions are taken, for violations of these regulations that require permit revocation, and for interference with the Health Director's performance of duties under these regulations. Any permittee who whose permit issued under these regulations has been suspended or revoked may appeal the suspension or revocation and the Health Director shall grant such permittee hearing within five business days of suspension or revocation and provide the permittee notice of the hearing. Failure of permittee to timely appeal a permit suspension or revocation order after being notified of such order in person or by regular mail at the permittee's address shown in Health Director's records shall constitute a complete waiver of the right to appeal unless the Health Director allows untimely appeal for good cause shown. A hearing may be continued by the Health Director upon application for good cause shown. No permit suspension or revocation shall be stayed pending hearing except upon application of the permittee and a finding by the Health Director that the public health or safety will not be endangered by grant of a stay of suspension or revocation; the Health Director may establish conditions for issuance of a stay in permit suspension or revocation pending hearing as are necessary in the Health Director's judgment to protect the public health and safety. After hearing, the Health Director shall promptly render a decision in writing concerning the appeal and grant or deny relief as requested or modify the order of suspension or revocation as is reasonably appropriate under the circumstances. Any further appeal of the decision of the Health Director shall be as provided under the requirements of chapter 536 RSMo.

5.6.1 Permit Reinstatement After Suspension - Any tattoo establishment operator whose permit has been suspended until corrective actions are taken may at any time make written application for the reinstatement of the permit. The

Health Director shall reinspect a tattoo establishment under permit suspension within three business days after the health Director receives an application for permit reinstatement accompanied by a statement signed by the applicant to the effect that the violated provision(s) of these regulations have been corrected. If the Health Director finds satisfactory compliance after inspection, then the Health Director shall reinstate the permit unless the suspension is for failure to take timely corrective actions after notice of violation(s) or the Director finds that the corrective actions taken are inadequate to protect the public health or safety.

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

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

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

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

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

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

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

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

5.8.1 **Sanitation** - Premises and equipment must be maintained in a sanitary manner. This includes physical cleanliness as well as antiseptic precautions. Floors, walls and ceilings shall be clean and in good repair and maintained in a clean condition. All tables and chairs used in the tattooing process shall be constructed of a material allowing easy and thorough cleaning and shall be maintained in a clean and sanitary condition. Adequate equipment and facilities shall be provided for the disposition of cigarette butts and other disposal items.

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

the county of Boone and State of Missouri shall be provided.

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

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

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

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

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

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

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

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

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

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

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

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

5.10.2 **Foods, Beverages and Smoking Prohibited** - Neither the patron or tattoo

operator shall consume or bring food or drink into the tattooing area and shall not smoke during the procedure or in the room(s) where the tattooing takes place.

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

5.10.4 **Tattoo Administration Procedures and Reporting Requirements-** Immediately before administering a tattoo, the tattoo operator must thoroughly wash his/her hands in hot water with soap, using a short-bristled brush and then dry the hands with a disposable paper towel. The tattoo operator shall wear a clean and easily cleanable smock and latex/rubber single use disposable gloves while administering the tattoo procedure. The tattoo operator, while administering a tattoo, shall wear an effective hair restraint, must have clean fingernails and shall in general pay particular attention to his/her personal hygiene. The skin surrounding the area where the tattoo is to be placed shall first be washed with a germicidal soap and then shaved with a disposable blade. Individual razor blades shall be used when customer is shaved and disposed of in an isolation container. During any phase of the tattoo procedure, should the tattoo operator be interrupted for other duties, i.e., answering phones, etc., the tattoo operator shall wash his/her hands as prescribed above before resuming the tattoo procedure. The tattoo shall be bandaged with a sterile non-stick type bandage when tattoo is finished. All infections resulting from the practice of tattooing shall be reported to the Director by the person owning or operating the tattooing establishment within five (5) business days. The operator shall advise the patron to seek appropriate medical treatment for the infection.

5.11 **Jurisdiction** - The regulations contained in this chapter shall be applicable to all

unincorporated areas within Boone County, Missouri and by order of the Boone County Commission in incorporated municipalities which petition the Boone County Commission for inclusion and the County Commission agrees to order their inclusion after public hearing thereon.

**CHAPTER VI
PUBLIC HEALTH HAZARDS AND PUBLIC NUISANCES**

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

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

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

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

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

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

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

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

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

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

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

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

6.3.10 **Public Nuisance** - A condition in real estate creating a potential danger or hazard to human health if left unremedied due to the existence of the condition itself or due to the potential transmission of disease through insects, animals or other means of transmission or infection. Such conditions may include the presence of rubbish and trash, lumber, bricks, tin, steel, parts of derelict motorcycles, derelict cars, derelict trucks, derelict construction equipment, derelict appliances, broken furniture, or overgrown or noxious weeds in

residential subdivisions which may endanger public safety or which are unhealthy or unsafe and therefore declared to be a public health nuisance.

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

6.3.12 **Trash** – Any waste matter, including but not limited to, junk (as defined above) and tires.

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

6.3.14 **Vehicle** - Any device designed for the motorized transportation of persons or property over public ways.

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

6.4 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri. Any incorporated area in Boone County not included in these regulations may be declared included by order of the Boone County Commission only after petition for such declaration has been filed by the governing body of such incorporated area and after public hearing thereon. These regulations shall particularly exclude agricultural interests which in these matters are regulated by other state and national agencies.

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

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

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

6.6 **Public Health Hazards/Public Nuisances/Rat Harborages:** It shall be unlawful to permit a public health hazard or public health nuisance as defined by sections 6.3.9 and 6.3.10 of this Chapter upon real property. It shall be unlawful to keep, maintain or store upon real property refuse in a manner or condition which is conducive to rat infestation or breeding; any such violation shall constitute a public health nuisance.

6.7 **Weeds and Rank or Noxious Plants:** It shall be unlawful to permit the growth of weeds or other rank or noxious plants as the terms are defined in these regulations upon any residential lot or within any residential subdivision or district except agricultural property; provided, however, that this exemption for agricultural property does not supersede any provision of state law governing the control or elimination of weeds or other rank or noxious plants.

6.8 **On Site Sewage Treatment and Disposal:** It shall be unlawful to discharge

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

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

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

6.10.1 Determination of Public Health Hazards and Public Nuisances: It shall

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

6.10.2 Governmental Abatement of Public Health Hazards and Public Nuisances –If a property occupant, or other person having interest in real estate upon which a public health hazard or nuisance has been ordered abated by the Health Director or Health Official fails to abate a health hazard or nuisance within the time specified in the notice for abatement, or if the property occupant, or other person having interest in real estate upon which a public health hazard or nuisance has been ordered abated fails to commence abatement within seven days

of receipt of notice of the Health Director's or Health Officials order for abatement and proceed continuously with abatement without unnecessary delay, then the Health Director or other Health Official may request a hearing before the County Commission for an order to abate any public health hazard or nuisance as defined in these regulations through use of governmental resources or by government contract with the expense of such abatement to be charged against the property as a special tax bill, or added to the real estate taxes due and owing for the year in which governmental abatement occurs. Notice of such hearing shall be given to all persons to whom a notice of abatement had been previously given and to such other persons who may have been disclosed to the Health Director or Health Official as having an interest in the property; such notice shall be given at least 10 days in advance of the hearing. At such hearing all persons to whom notice has been given shall have an opportunity to be heard as to whether the property is a public health hazard or public nuisance, or otherwise detrimental to the health, safety or welfare of the residents of the county, provided, however, it shall be presumed that the public health hazard or public nuisance exists upon such property if no appeal of the decision of the Health Director or Health Official that such public health hazard and nuisance exists is made in the time and manner as prescribed by section 6.10.3 of this regulation. Upon the conclusion of any such hearing the County Commission shall issue its order making specific findings of fact based upon competent and substantial evidence presented at such hearing, which shows the property does or does not constitute a public health hazard or public nuisance, or is otherwise detrimental to the health, safety and welfare of the residents of the County. If the County Commission finds such public health hazard or public nuisance exists, it may authorize the Health Director or Health

Official to order abatement of such health hazard or nuisance at governmental expense if the property owner or other persons given notice of the hearing and having an interest in the property did not commence abatement previously ordered by the Health Director or Health Official within seven days of the receipt of the order for abatement issued by the Health Director or Health Official, with the cost thereof to be certified to the County Clerk and County Collector for purposes of issuance of a special tax bill or additional tax on the real estate tax bill to be collected as other real estate taxes as prescribed by §67.402.3 RSMo.

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

**CHAPTER VII
COMMUNITY AUTOMATED EXTERNAL DEFIBRILLATOR PROGRAM**

7.1 **Purpose-** The regulations in this chapter are adopted for the enhancement and protection of public health under 192.300 RSMo and to develop and implement a county-wide automated external defibrillator (AED) program under 190.192 RSMo, which will establish rules for AED use, training and data collection, as well as requirements and procedures for implementing and using all existing and new AEDs in the community.

7.2 **Applicability-** Notwithstanding any provisions of any other county regulations to the contrary, this chapter and sections thereunder shall apply to, and be enforced in, the incorporated as well as the unincorporated areas of Boone County. Hospitals are exempt from the provisions of these regulations.

7.3 **Requirements and Procedures-** The following shall be the requirements and procedures for use, training and data collection of the AED program:

7.3.1 **Use of AEDs -** No AED shall be used in the incorporated or unincorporated areas of Boone County without first complying with the requirements and procedures set forth in this chapter. No AED used outside of a health care facility shall be used except in accordance with a medical protocol for use with the AED which is approved by a licensed physician.

7.3.2 **Notification -** The Columbia/Boone County Health Department (Department) will be notified of the purchase or implementation of an AED by any individual, entity, organization or company purchasing or otherwise assuming responsibility for implementation of an AED. Written notification shall be provided using an AED registration form provided by the Department. The form shall be submitted prior to the implementation of the AED and updated annually

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

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

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

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

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

CHAPTER VIII
REGULATIONS GOVERNING
COMMUNICABLE DISEASES

8.1 **Purpose** - These regulations are enacted for the purpose of preventing, reporting, controlling, treating and eliminating communicable, environmental, and occupational diseases and for that purpose they are intended to adopt Missouri Department of Health regulations dealing with Communicable Diseases codified in the Code of State Regulations effective as of the date this chapter is adopted, 19 CSR 20-20.010 through 19 CSR 20-20.100 as the same may be adopted and enforced by local health authorities and departments.

8.2 **Statutory Authority and Incorporation of Certain Regulations by Reference-** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. The provisions of 19 CSR 20-20.010 through 19 CSR 20-20.100 of the Code of State Regulations are hereby incorporated by reference as if fully set forth herein verbatim as existing on the date this chapter is adopted.

8.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the definitions found in 19 CSR 20-20.010 shall be applicable to this chapter and the following words and terms shall have the following special meanings:

8.3.1 **Health Director or Director** - The Health Director shall be the same person and perform the same functions as the Local Health Authority described in 19 CSR 20-20.010(24). The Health Director shall generally supervise the administration of this chapter. As used in this chapter, the term Health Director or

Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter. A Health Director also may be specially appointed if ordered by the Boone County Commission under circumstances reasonably requiring such appointment. In the absence of special appointment and designation, the Health Director shall be the acting or permanent director of the Columbia/Boone County Health Department.

8.3.2 **Health Department** - The Columbia/Boone County Health Department is hereby designated the Local Public Health Agency as defined in 19 CSR 20 20.010(25).

8.3.3 **Person** - "Person" shall have the same meaning as defined in 19 CSR 20 20.010(28) and in addition thereto shall include any legal entity of any type and any group or association of individuals.

8.4 **Compliance Required** - It shall be unlawful for any person to violate any provision of these regulations or any directive issued by the Health Director or Health Department made for the purpose of implementing any section or provision of these regulations, including but not limited to any reporting or record keeping requirement, any order or directive for isolation or quarantine when issued pursuant to these regulations, and compliance with any requirement or directive intended to control, treat, or eliminate a communicable, environmental or occupational disease regulated hereunder.

8.5 **Enforcement** - The Health Director is hereby authorized to seek the assistance of the circuit court in enforcement of these regulations, as necessary to protect the public health, including obtaining issuance of restraining orders and other orders of injunction, and other equitable remedy as may be necessary and appropriate under the circumstances.

8.6 **Interpretation and Severability:** The regulations enacted under this chapter are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. In the event of conflict between any regulation contained herein and any other rule, regulations or law, the provision more protective of the public health shall apply; provided, however, that in the event of irreconcilable conflict between any provision of these regulations and rules or regulations enacted by the Department of Health under Chapter 192 RSMo, or the Department of Social Services under Chapter 198 RSMo, the rules or regulations enacted by those departments under those chapters shall prevail. These regulations also shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

8.7 **Jurisdiction** - The regulations contained in this chapter shall be applicable to all incorporated and unincorporated areas within Boone County, Missouri.

8.8 **Penalties and Remedies** - Any person who violates any requirement or provision of these regulations shall be deemed guilty of a misdemeanor and shall be punished as provided by law; each day of violation of any such regulation shall constitute a separate and distinct offense. The penalty provided in this section shall not be construed to be exclusive but is intended to be supplementary and in addition to any other remedy provided or authorized by law or equity for enforcement of these regulations. Provided, however, the failure of the Health Director or Department to enforce any provision of these regulations, or to

perform any duty prescribed for them hereunder, shall not itself not constitute a violation of these regulations, nor is any regulation in this chapter intended to create any legal responsibility or give rise to any legal liability on the part of the Health Director or Department to the benefit of any person who is or claims to be affected by any such failure or nonperformance. In any circumstance deemed to be or declared to be a health emergency, the Health Director or the County Commission may convene an Emergency Administrative Review Board consisting of three members with such qualifications as may be appropriate for the appointment as established by the appointing person or body. The Emergency Administrative Review Board shall be a fact-finding quasi-judicial body formed to provide prompt review and advisory rulings on an expedited basis of all written complaints, grievances, and petitions for redress not involving claims for monetary compensation, concerning actions taken to enforce the powers granted the Health Director and Department hereunder, and requests for variances from the enforcement of these regulations on the basis of unnecessary hardship which variance shall have no detrimental impact or effect on the public health, safety or welfare. Rulings of the administrative review board shall be in writing with a written statement of the facts upon which the ruling is made and an explanation of the reasons for the ruling. Such rulings shall be promptly forwarded to the Health Director or County Commission for such action as may be permitted by law. Any judicial review of the actions taken by the Health Director or Department under authority of this chapter shall be as provided in chapter 536 RSMo.

CHAPTER IX

FOOD CODE

9.1 **Purpose** - These regulations are enacted for the purpose of enhancing the public health by preventing, reporting, controlling, treating and eliminating food borne illnesses and dangerous diseases and for that purpose they are intended to adopt Chapters 1 through 8, inclusive, of the City of Columbia, Missouri Food Code effective as of the date this Chapter is adopted by the County Commission of Boone County.

9.2 **Statutory Authority and Incorporation of Certain Regulations by Reference**- These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. Chapters 1 through 8 of the “City of Columbia, Missouri, Food Code” adopted by the city council of the City of Columbia on April 21, 2014, Ordinance No. 022040, as amended and effective as of the date this Chapter is adopted by the County Commission, is hereby adopted and shall be called the “Boone County Food Code” and is hereby incorporated by reference as if fully set forth herein verbatim except as modified by section 9.4 below.

9.3 **Definitions** - As used in this chapter, unless the context clearly indicates otherwise, the definitions found in Chapter I of this Code shall be applicable to this chapter and the following words and terms shall have the following special meanings:

9.3.1 **Health Director or Director** - The Health Director shall be the “regulatory authority” as the term is used in the Boone County Food Code. The Health Director shall generally supervise the administration of this chapter. As used in this chapter, the term Health Director or Director shall also include any person to whom the Director has delegated the performance of any duties required of the Health Director under this chapter. A Health Director also may be specially appointed if ordered by the Boone County

Commission under circumstances reasonably requiring such appointment. In the absence of special appointment and designation, the Health Director shall be the acting or permanent director of the Columbia/Boone County Health Department.

9.3.2 **Regulatory Authority** – The Health Director of the Columbia/Boone County Health Department.

9.4 **Modifications to Food Code** – For purposes of the Boone County Food Code, the following modifications shall be made to the “City of Columbia, Missouri, Food Code” adopted by the city council of the City of Columbia on January 16, 2001:

9.4.1 **Deletions to Code** - Chapter 8-304.30 dealing with food service worker certificates and related training, and certificates is deleted in its entirety. All other references in the Boone County Food Code to Chapter 8-304.30 or parts thereof are further deleted.

9.4.2 **Deletion and Substitution to Code** – Chapter 8-302.14 is deleted and the following is substituted:

8-302.14 **Contents of the Application.**

The application shall include:

(A) The name, birth date, mailing address, telephone number, and signature of the person applying for the permit and the name, mailing address, and location of the food establishment;

(B) Information specifying whether the food establishment is owned by an association, corporation, individual, partnership, or other legal entity;

(C) A statement specifying whether the food establishment:

(1) Is mobile or stationary and temporary or permanent, and

(2) Is an operation that includes one or more of the following:

(a) A Category 1 establishment defined as:

A business that prepares only food that is not potentially hazardous, and does not prepare, but offers for sale only prepackaged food that is

potentially hazardous

(b) A category 2 establishment defined as:

A business that prepares, offers for sale, or serves potentially hazardous food only to order upon a consumer's request.

(c) A category 3 establishment defined as:

A business that prepares potentially hazardous food in advance using a food preparation method that involves two or more steps which may include combining potentially hazardous ingredients; cooking; cooling; reheating; hot or cold holding; freezing; or thawing; Prepares food for delivery to and consumption at a location off the premises of the food establishment where it is prepared,

(d) Prepares food under (C)(2)(b) of this section for service to a highly susceptible population.

(D) The name, title, address, and telephone number of the person directly responsible for the food establishment;

(E) The name, title, address, and telephone number of the person who functions as the immediate supervisor of the person specified under 8-302.14(D) of this section such as the zone, district, or regional supervisor;

(F) The names, titles, and addresses of:

(1) The persons comprising the legal ownership as specified under (A) & (B) of this section including the owners and officers, and

(2) The local resident agent if one is required based on the type of legal ownership;

(G) A statement signed by the applicant that:

(1) Attests to the accuracy of the information provided in the application, and

(2) Affirms that the applicant will:

(a) Comply with this Code, and

(b) Allow the regulatory authority access to the establishment as specified under § 8-402.11 and to the records specified under §§ 3-203.12 and 5-205.13 and Subparagraph 8-201.14(D)(6); and

(H) Other information required by the regulatory authority.

- 9.5 **Compliance Required** - It shall be unlawful for any person to violate any provision of these regulations or any directive issued by the Health Director or Health Department made for the purpose of implementing any section or provision of these regulations. It shall be unlawful to conduct any food operation required to have a permit by virtue of these regulations without first having obtained said permit.
- 9.6 **Enforcement** - The Health Director is hereby authorized to seek the assistance of the circuit court in enforcement of these regulations, as necessary to protect the public health, including obtaining issuance of restraining orders and other orders of injunction, and other equitable remedy as may be necessary and appropriate under the circumstances.
- 9.7 **Interpretation and Severability:** The regulations enacted under this chapter are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. In the event of conflict between any regulation contained herein and any other rule, regulations or law, the provision more protective of the public health shall apply; provided, however, that in the event of irreconcilable conflict between any provision of these regulations and rules or regulations enacted by the Department of Health under Chapter 192 RSMo, or the Department of Social Services under Chapter 198 RSMo, the rules or regulations enacted by those departments under those chapters shall prevail. These regulations also shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

9.8 **Jurisdiction** - The regulations contained in this chapter shall be applicable to all incorporated areas in Boone County, Missouri, unless said incorporated area now has, or shall hereafter have, a population of seventy-five thousand or greater and which are maintaining organized health departments, and all unincorporated areas within Boone County, Missouri.

9.9 **Penalties and Remedies** - Any person who violates any requirement or provision of this Code shall be deemed guilty of a misdemeanor and shall be punished as provided section 192.300, RSMo, or as otherwise provided by law. Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as principal, agent or accessory, shall be guilty of such unlawful act, and every person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty. Every day any violation of any regulation of this Code shall continue shall constitute a separate offense unless otherwise specifically provided herein. The penal remedy provided herein shall not be exclusive and the Health Director or any health official may seek and obtain in their own name or in the name of the County any other judicial relief provided for in equity or at law, including but not limited to imposition of civil fines for violations of this Code as provided for in section 49.272, RSMo, and such other declaratory and injunctive relief as may be appropriate under the circumstances. Provided, however, the failure of the Health Director or Department to enforce any provision of these regulations, or to perform any duty prescribed for them hereunder, shall not itself not constitute a violation of these regulations, nor is any regulation in this chapter intended to create any legal responsibility or give rise to any legal liability on the part of the Health Director or

Department to the benefit of any person who is or claims to be affected by any such failure or nonperformance. Except as otherwise provided by law, any judicial review of the actions taken by the Health Director or Department under authority of this chapter shall be as provided in chapter 536 RSMo.

9.10 **Fees** – The County Commission has the authority to establish reasonable fees to pay for the costs incurred in carrying out the terms of the Boone County Food Code pursuant to Section 192.300 RSMo. The County Commission may, by separate Commission Order, impose such fees from time to time as it may deem appropriate to administer this program.

CHAPTER X

PRESCRIPTION DRUG MONITORING

10.1 **Purpose and Applicability** – The provisions of the ordinance will serve to enact the development and administration of a program for monitoring the prescribing and dispensing of schedule II, III, and IV controlled substances by professionals licensed to prescribe or dispense such substances within Boone County; and establishing penalties for violations thereof. In order to enhance the public health and prevent the entrance of disease in Boone County, the provisions of this ordinance shall apply to all areas in Boone County except those areas within the municipal boundaries of cities excepted under RSMo Sec. 192.310 (cities with a population of seventy-five thousand or more which are maintaining organized health departments). The provisions of this ordinance shall not apply to persons licensed pursuant to Chapter 340 RSMo. This ordinance follows the provisions and guidelines set forth in compliance with Ordinance Number 26352 (3-1-2016) established by St Louis County.

10.2 **Statutory Authority** – These provisions are enacted under the authority provided in RSMo Sec. 192.300 and serve to enhance the public health and prevent the entrance of dangerous diseases into Boone County. The County Commission finds on the basis of the legislative record before it that opioid dependence is a dangerous disease and preventing opioid drug addiction would serve to enhance the public health.

10.3 **Definitions** – The following terms shall have meanings ascribed to them as follows:

- a. Controlled Substance means a drug, substance, or immediate precursor in schedules II through IV as set out in Chapter 195 RSMo.
- b. Department means St Louis County Department of Public Health (DPH).
- c. Director means the Director of the St Louis County Department of Public Health, or

the person or persons duly designated by the Director to carry out the duties of the Director specified in this ordinance.

- d. Local Public Health Department (LPHD) means the Columbia/Boone County Department of Public Health and Human Services.
- e. Dispenser means a person who delivers a Schedule II, III, or IV controlled substance to a patient. However, the term does not include:
 - i. a hospital as defined in Section 197.020 RSMo that distributes such substances for the purpose of inpatient care, or dispenses prescriptions for controlled substances at the time of discharge from such facility;
 - ii. a practitioner or other authorized person who administers such substance; and
 - iii. a wholesale distributor of a Schedule II, III, or IV controlled substance;
 - iv. a hospice as defined in section 197.250(5), RSMo, that distributes such substances for the purpose of physical or psychological care for dying persons.
- f. Patient means a person who is the ultimate intended user of a drug for whom a prescription is issued, or for whom a drug is dispensed, not including a hospice patient enrolled in a Medicare certified hospice program who has controlled substances dispensed to him or her by such hospice program.
- g. Schedule II, III, IV controlled substance means a controlled substance listed in Schedules II, III, IV as set out in chapter 195 RSMo or the Controlled Substance Act 21 U.S.C Section 812.

10.4 **Establishment of Monitoring Program**

- a. Boone County, by and through its LPHD, shall join St Louis County Department of Public Health to establish and maintain a program for monitoring the prescribing and

dispensing of all Schedule II, III, and IV controlled substances by professionals licensed to prescribe or dispense such substances in Boone County, and may implement such rules which are necessary to implement such program.

- b. St. Louis County Health Department holds the contract with Apriss, the company operating the prescription drug monitoring database. Boone County will have a subscription to participate.
- c. This ordinance gives authority for St Louis County Health Department to receive information from Boone County through the Apriss system.
- d. The program established and maintained shall operate so as to be consistent with Federal law concerning regulation of narcotics and with privacy of lawful users of same. The rules may provide for the county to suspend the requirement of reporting a particular category of information if it is determined that so reporting will conflict with the collection of other reported information by the collection management system of the monitoring program. The rules shall be effective upon approval of the Boone County Commission.
- e. Boone County, by and through its LPHD, will submit all required documentation from the County through the Prescription Drug Monitoring Program approved by St Louis County Department of Health.

10.5 Responsibilities of Dispensers

- a. Within seven (7) business days of having dispensed a schedule II, III, or IV controlled substance all Dispensers must submit by electronic means, information regarding such dispensing through the approved vendor system.
- b. The information submitted for each dispensing site to the Prescription Drug Monitoring Program shall at a minimum include:

- i. The pharmacy's Drug Enforcement Number (DEA);
 - ii. The date of dispensation; and
 - iii. If dispensed via a prescription: the prescription number; whether the prescription is a new or a re-fill; the prescriber's DEA or National Provider Identifier number; the national drug code of the drug dispensed; the quantity and dosage of the drug dispensed; and an identifier for the patient for whom the drug was dispensed, including but not limited to any one of the following: driver license number, government issued identification number, insurance cardholder identification number, or the patient's name, address, and date of birth.
- c. The dispenser's submission of the required information to the Prescription Drug Monitoring Program shall be in accordance with the transmission standards established by the American Society for Automation in Pharmacy, or any of its successor organizations.
- d. All data submitted to the current vendor, Apriss, will be monitored and reviewed by St. Louis County Public Health Department.
- e. It shall be unlawful for a dispenser to knowingly fail to comply with the requirements of this section.
- f. It shall be unlawful for a dispenser to knowingly fail to comply with a prescription drug monitoring program regulation established by the director or LPHD.
- g. It shall be unlawful for a dispenser to knowingly provide false information to the prescription drug monitoring program.

- h. The requirements of this section shall not apply to controlled substances to be administered to an animal which are dispensed pursuant to a prescription issued by a licensed veterinarian.

10.6 Information a closed record

- a. Except when provided to persons or agencies authorized by this ordinance to receive such information, dispensation information submitted to the Prescription Drug Monitoring Program is a closed record and not subject to public disclosure except as provided by law as the same contains, among other confidential information, protected health information. No person shall provide such information to any person or agency not authorized by this ordinance to receive it. A request for information made under Chapter 610, RSMo, shall be referred to the county counselor who shall take all reasonable and lawful steps to ensure nondisclosure of the information except as required by law.
- b. The Director of the Prescription Drug Monitoring Program shall develop and maintain procedures to ensure that the privacy and confidentiality of patients, and personal information collected, recorded, transmitted, and maintained are not disclosed to persons not authorized by this ordinance to receive dispensation information.

10.7 Use of Monitoring System Information by Dispensers not in Boone County

- a. St Louis County Public Health Department may permit dispensers located in counties to participate in the Prescription Drug Monitoring program and allow data entered to be viewed by dispensers, prescribers and other registered users as allowed by law. The Local Public Health Department will receive aggregate reports that describe prescribing patterns and trends. The LPHD will not have access to individual patient

records. All Missouri counties and states participating will have access to data entered by Boone County's LPHD. Permission for access shall be conditional upon the participant complying in all respects with the provisions of the St. Louis County ordinance.

10.8 Persons Authorized to be Provided Dispensation Information

- a. Dispensation information and other data compiled by the Prescription Drug Monitoring Program may be provided to the following persons upon a duly made request of the St Louis County Department of Public Health:
 - i. Persons who are authorized to prescribe or dispense a controlled substance if the requesting person demonstrates that the request is made for the purpose of providing medical or pharmaceutical care for a patient. This includes persons within or outside the state of Missouri.
 - ii. Persons who request their own dispensation information in accordance with the law.
 - iii. The State Board of Pharmacy.
 - iv. Any state board charged with regulating a healthcare professional authorized to prescribe or dispense controlled substances, and which has duly requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of a state board. Only information related to the subject professional shall be provided.
 - v. Local, state, and federal law enforcement, or prosecutorial officials, both inside or outside of Missouri, who are engaged in the administration, investigation, or enforcement of laws governing prescription drugs based on a specific case and under subpoena issued pursuant to court order.

- vi. The MO HealthNet Division of the Missouri Department of Social Services regarding MO HealthNet program recipients.
- vii. A judge or other judicial officer under a subpoena issued pursuant to a court order.

10.9 Obedience to Law Required

- a. No person, absent lawful authority, shall knowingly access or disclose prescription or dispensation information maintained by the Prescription Drug Monitoring Program, or knowingly violate any other provision of this ordinance.
- b. Any person who violates any provision of this ordinance shall be subject to the penalties and remedies set out Chapter 1 of the Code of Health Regulations.

10.10 Revisions or Revocation of Chapter – If the County Commission finds that the provisions of this Prescription Drug Monitoring Program are substantially similar to a statute of the State of Missouri regulating the same subject, the County Commission may by Order suspend any or all of the provisions of this Chapter, or amend its provisions, as necessary.

10.11 Effective Date – These regulations shall become effective as of the date this Chapter of the Boone County Code of Health Regulations is adopted by the County Commission of Boone County.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of April

20 17

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

NOW ON THIS DAY THE COUNTY COMMISSION OF THE COUNTY OF BOONE DOES HEREBY APPROVE THE ORDER FOR PUBLIC NOTICE STATING.

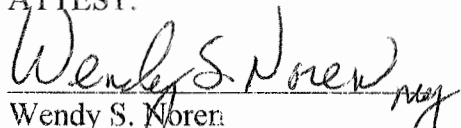
On the 20th day of April, 2017, the County Commission for Boone County, Missouri, met in regular session and entered the following order in regard to the Code of Health Regulations for Boone County, Missouri:


IT IS ORDERED THAT the County Clerk of Boone County, Missouri, make available to the public, copies of Chapters 1, 2, 3, 4, 5, 6, 7, 8, 9 and the new Chapter 10 (PDMP ordinance) of the Code of Health Regulations for Boone County, Missouri, readopted and/or revised on the 20th day of April, 2017, by order of this Commission, and that the general public is hereby notified that such regulations as readopted and revised are available for distribution to the public at the office of the County Clerk, Boone County, Missouri, Boone County Government Center, 801 E. Walnut, Columbia, Missouri 65201.

INSERTION DATES: April 27, 2017, May 4, 2017 and May 11, 2017

Done this 20th day of April, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner

212 -2017

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of April

20 17

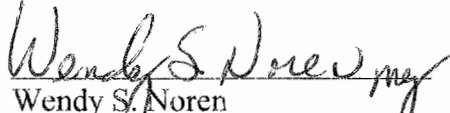
the following, among other proceedings, were had, viz:

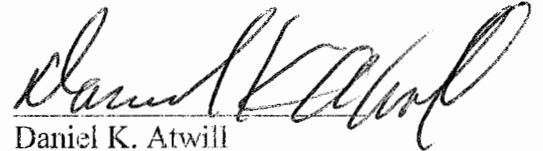
Now on this day the County Commission of the County of Boone does hereby approve the attached User Agreement between Boone County, MO and St. Louis County, MO related to the Prescription Drug Monitoring Program (PDMP).

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said User Agreement.

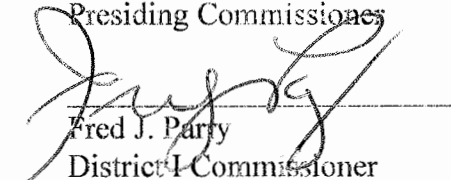
Done this 20th day of April, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

USER AGREEMENT

This USER AGREEMENT ("Agreement") is made and entered into this 20th day of April, 2017, by and between **St. Louis County, Missouri** ("County") and **Boone County, Missouri** ("Subscriber");

WHEREAS, Sections 602.802 SLCRO authorized the St. Louis County Department of Public Health to establish and maintain a program for monitoring the prescribing and dispensing of all Schedule II, III and IV controlled substances by professionals licensed to prescribe or dispense such substances in St. Louis County; and

WHEREAS, County has a contract with Appriss, Inc. ("Appriss") for operation of an application for a Prescription Drug Monitoring Program ("PDMP"); and

WHEREAS, County has adopted Ordinance 26,528 authorizing the County Executive on behalf of St. Louis County to enter into contracts with the City of St. Louis and Missouri counties and municipalities for the purposes stated herein;

WHEREAS, Subscriber is authorized to execute this agreement by Commission Order.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

- 1. Term of Agreement.** This Agreement shall become effective upon its execution by the parties (the "Effective Date") and shall run for a period of three years. The parties may renew the agreement for up to two additional one-year terms.
- 2. Obligations of County.** County, as Administrator of the PDMP, shall provide the services listed on Exhibit A, attached and incorporated herein.
- 3. Obligations of Subscriber.** Subscriber shall perform the obligations outlined in Exhibit B, attached and incorporated herein.
- 4. Fee for Services and Payments.** The annual PDMP participation cost for Subscriber is \$7.00 per covered practitioner, plus an administrative fee proportional to prescriber population. The participation cost is subject to change during any renewal period. Exhibit C contains the annual participation costs and billing schedule.

County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding will cover the participation costs for Subscriber for the grant period, and Subscriber is responsible for participation costs for all subsequent years.

In the event County does not receive funding from BJA, Subscriber shall pay County for the participation costs charged to County by Appriss for participation in the PDMP for all years. Exhibit C contains the annual participation costs and billing schedule when Subscriber is responsible for all participation costs. County will invoice Subscriber for year 1 on November 1, 2017, and year 1 will be prorated based on the go-live date. For all subsequent years, County will invoice Subscriber on January 1 for entire year.

- 5. Ownership.** The County shall retain ownership of the purchased software. Each Party shall retain all right, title, and interest (including all data, images, copyright and other proprietary or intellectual property rights) to its own data.
- 6. Notices.** Unless otherwise indicated, all notices, waiver, and consents required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by direct mail, electronic mail, telephone, or facsimile. Notices shall be sent to the addresses set forth as follows on or before the date such notice, waiver or consent must be given:

If to Subscriber: Columbia/Boone County Department of Public Health & Human Services
1005 West Worley Street
Columbia, Missouri 65203
Attn: Stephanie Browning

If to County: Saint Louis County Department of Public Health
6121 N. Hanley Rd.
Berkeley, MO 63134
Attn: Emily Varner

- 7. Entire Agreement; Amendments.** This Agreement, together with its exhibits, represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral communications between the Parties regarding such subject matter. All amendments to and modifications of this Agreement shall be in writing and signed by all of the parties hereto.
- 8. Severability.** If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.
- 9. Waiver.** Failure by any Party at any time hereafter to require strict performance by another Party or other Parties of any provision of this Agreement shall not waive, affect, or diminish any right of a Party to demand strict compliance and performance therewith.
- 10. Binding Agreement.** The covenants, agreements, terms, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 11. Governing Law.** County and Subscriber shall comply with all applicable federal, state, and local laws. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Missouri. Venue for any action arising from this Agreement shall be in the Circuit Court of St. Louis County, Missouri.
- 12. Interstate Data Sharing.** County may elect to participate in an interstate exchange of PDMP data such as PMP InterConnect. All data contained in the County PDMP will be available to entities participating in the interstate exchange. Participation in an interstate exchange, such as PMP InterConnect, allows registered users of the County PDMP to examine their patient's complete prescription history, including out of state prescriptions if any. County agrees to limit the user types that can access the PDMP through the interstate exchange to ensure strict compliance with St. Louis County Ordinance 26,352, and to take steps to safeguard against unauthorized access to the information contained therein. Registered users of other state PDMPs will be able to access their patient information from all states of interest within their native PDMP; out of state users will not be required to register with multiple PDMPs.
- 13. Termination for Convenience.** County and Subscriber shall each have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the other party. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties.

County may terminate this Agreement if Subscriber fails to submit payment within 90 days of receipt of invoice or if County or Subscriber PDMP legislation is repealed or amended to end operation of the PDMP. The terms of this Agreement are subject to change, dependent on the agreement between County and Appriss. Subscriber will, at County's sole discretion, return to County or destroy the Documentation and all copies thereof and certify in writing Subscriber's compliance with such obligation.

ST. LOUIS COUNTY, MISSOURI

By:

Steven V. Stenger, County Executive

ATTEST:

Printed Name: _____

Title: County Clerk

APPROVED:

Printed Name: Dr. Faisal Khan

Title: Director of Public Health

Approved as to legal form:

Approved:

County Counselor

Accounting Officer

Exhibit A: County's Obligations

County will be responsible for reviewing and approving all PDMP deliverables as well as approving changes to technical and functional documentation with Appriss. County will perform all management of the PDMP. The PDMP platform will be PMP AWARe, the web-based PDMP platform created by Appriss.

County will provide access to appropriate users, as defined in St. Louis County, Missouri Municipal Code § 602.800-602.808. County shall provide Subscriber with any revisions to the authorizing ordinances. Table 1 outlines the authorized recipients, requirements for access, information provided, and level of access.

Table 1. PDMP Access.

Authorized Recipients	Requirements	Information Provided	Access
Local Public Health Agency (LPHA)	Will receive routine, quarterly reports from County. Can request additional reports from County that will be provided as resources are available.	County-specific reports on prescribing practices. Reports will contain aggregate & de-identified data.	Routine reports from County. Ad hoc reports upon request.
Prescribers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to prescribe controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing medical care for a patient.	Patient Rx & delegate user information.	Registered users and have full access to the PDMP.
Dispensers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to dispense controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing pharmaceutical care for a patient.	Patient Rx & delegate user information.	Registered users and have full access to the PDMP.
Self	Request own dispensation information.	Personal Rx history.	Report upon completed request form.
Board of Pharmacy	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.
State Regulatory Boards	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.

Law Enforcement	Local, state, and federal law enforcement or prosecutorial officials, both in or outside Missouri, who are engaged in the administration, investigation, or enforcement of laws governing prescription drugs based on a specific case and under a subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.
MO HealthNet	Regarding MO HealthNet program recipients.	Eligible or enrolled patient Rx information.	Routine reports from County. Ad hoc reports upon request.
Judge/Judicial Officer	Under subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.

County and Appriss will be responsible for initial provider and dispenser outreach. County will operate and maintain a PDMP website with relevant information for prescribers, dispensers, the public, and participating counties. County will maintain email communication and respond to all questions, comments, and/or concerns related to the PDMP.

County will provide technical assistance to users in the form of policy, registration, user account information, and user profile modifications. Appriss will be responsible for operating a help desk 24/7/365 to assist dispensers and users with data submission, query, analysis, reporting, and user name and password changes or resets.

County will notify Subscriber of BJA funding decision. County will follow the applicable billing schedule, dependent upon BJA funding, to invoice Subscriber according to Exhibit C: Participation Costs.

Exhibit B: Subscriber's Obligation

Subscriber will enact appropriate legislation authorizing participation in the PDMP and engagement in a User Agreement with County. Subscriber legislation must be consistent with St. Louis County Ordinance 26,352. Subscriber will submit a copy of authorized legislation with signed User Agreement.

Subscriber agrees to pay annual participation costs and follow the applicable billing schedule, dependent upon BJA funding, outlined in Exhibit C: Participation Costs.

Subscriber will provide requested information in Exhibit D: Subscriber W-9.

Subscriber will designate a local contact to receive reports and information from County.

Contact Name: Stephanie Browning
Phone Number: 573-817-6441
Email: Stephanie.Browning@CoMo.gov
Address: 1005 West Worley Street
Columbia, Missouri 65203

Subscriber will be responsible for continued community engagement and outreach.

Subscriber will be onboarded on a quarterly basis after User Agreement is executed. The onboarding timeline is in Table 2, below. Onboarding consists of data submitters (dispensars) registering with Appriss and moving from testing to production (successfully submitting data). Data for Subscriber will be visible to users on a date determined by County and Appriss or by the first day of the quarter following onboarding.

Table 2. PDMP Onboarding Timeline.

Quarter A	Quarter B		Quarter C
County Legislation & User Agreement signed	Data Submitter Registration	Clearinghouse Testing → Production	PMP AWAxE live on 1 st business day!

Exhibit C: Participation Costs

County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding will cover the participation costs for Subscriber for the grant period. Table 3 contains billing schedules if County receives BJA funding; Table 4 contains the billing schedule if County does not receive BJA funding. County will notify Subscriber of the BJA funding decision by October 16, 2017. Subscriber shall comply with the applicable billing schedule, dependent upon BJA funding.

In the event County receives funding from BJA, the participation costs for Subscriber would be covered for the grant period, and Subscriber is responsible for participation costs for all subsequent years. For year 3 (period immediately following grant), Subscriber is responsible for the remainder of the year's cost. For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for all years can be found in Table 5.

In the event County does not receive BJA funding, Subscriber will be billed for prorated annual costs in year 1 and complete annual costs for all subsequent years. Year 1 is prorated based on go-live date. For example, if Subscriber is participating in initial implementation, year 1 costs will be 75% of the annual cost as the PDMP will be accessible to users for 75% of the year (April-December 2017). For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for can be found in Table 5.

Table 3. Billing Schedule if County receives BJA funding.

County Receives BJA Funding			
Years 1-2 (2017-2019)	Year 3 (Q4 2019)	Year 4 (2020)	Year 5 (2021)
- BJA funding covers Subscriber's participation costs	- Invoice Date: 10/1/19 - Due Date: 10/31/19 - Period Covered: 10/1/19-12/31/19	- Invoice Date: 1/1/20 - Due Date: 1/31/20 - Period Covered: 1/1/20-12/31/20	- Invoice Date: 1/1/21 - Due Date: 1/31/21 - Period Covered: 1/1/21-12/31/21
- No invoicing			

Table 4. Billing Schedule if County does not receive BJA funding.

County Does Not Receive BJA Funding					
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	
- Invoice Date: 11/1/17	- Invoice Date: 1/1/18	- Invoice Date: 1/1/19	- Invoice Date: 1/1/20	- Invoice Date: 1/1/21	
- Due Date: 11/30/17	- Due Date: 1/31/18	- Due Date: 1/31/19	- Due Date: 1/31/20	- Due Date: 1/31/21	
- Period Covered: 4/1/17-12/31/17	- Period Covered: 1/1/18-12/31/18	- Period Covered: 1/1/19-12/31/19	- Period Covered: 1/1/20-12/31/20	- Period Covered: 1/1/21-12/31/21	

Table 5. Subscriber Annual Participation Costs.

Jurisdiction	County Total Users	% of Total Users	User Fee \$7 per User	% of Infrastructure Cost	Total Cost
Boone County (excluding Columbia)	17	0.1%	\$119.00	\$117.75	\$236.75

Exhibit D: Subscriber W-9

Subscriber must submit a copy of W-9 with signed User Agreement for County to invoice Subscriber for PDMP costs.

In addition, Subscriber must provide following information:

Billing Address:

Contact Name: Stephanie Browning
Phone Number: 573-817-6441
Email: Stephanie.Browning@CoMo.gov
Address: 1005 West Worley Street
Columbia, Missouri 65203

Mailing Address:

Contact Name: Stephanie Browning
Phone Number: 573-817-6441
Email: Stephanie.Browning@CoMo.gov
Address: 1005 West Worley Street
Columbia, Missouri 65203

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

20th

day of April

20 17

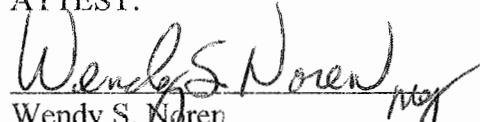
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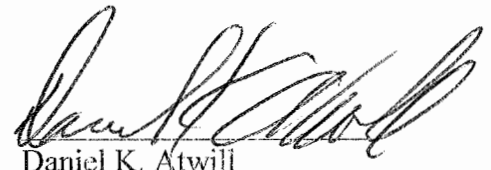
Now on this day the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services between Boone County and Cradle to Career Alliance.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement for Purchase of Services.

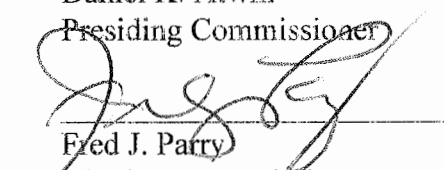
Done this 20th day of April, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner



AGREEMENT FOR PURCHASE OF SERVICES Cradle to Career Alliance

THIS AGREEMENT dated the 20th day of April, 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "**BCCSB**" and **Cradle to Career Alliance**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **C2CA**.

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, the C2CA has submitted a complete Strategic Innovation Opportunity Proposal Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to C2CA thereof; and

WHEREAS, the BCCSB has approved the Strategic Innovation Opportunity Proposal in whole or in part as hereinafter set forth,

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

FUNDING ALLOCATION FOR SERVICES RENDERED C2CA

C2CA is expected to the greatest extent possible to maximize funding from all other sources. C2CA shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. C2CA shall only request reimbursement for services not reimbursable by any other source. C2CA shall not invoice the Children's Services Fund for units of service invoiced to another funding source. C2CA shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy**. The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of the application for **Cradle to Career Alliance** referenced as C2CA Grant Proposal (v. 7.0,10-4-16) and the revised program budget. These documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control.

3. **Purchase.** The BCCSB agrees to provide funding to support C2CA in working to improve student emotional, academic, and career outcomes by using local and national data to identify and replicate proven, research-based practices and in compliance with the Strategic Innovation Opportunity Application. The total allowable compensation under this agreement shall not exceed **\$113,000.00** unless compensation for specific identified additional services are authorized and approved by BCCSB in writing in advance of rendition of such services for which additional compensation is requested. The following additional terms and conditions shall apply:

a. C2CA shall host symposiums regarding C2CA outcomes in a format to be determined by the C2CA board to include: local and national data, overview of current community efforts to achieve the outcome, presentation of research-based practices to achieve outcome, and identification of community's priorities for achieving outcome.

b. C2CA shall convene, facilitate, and provide data for collaborative action networks (CANs) to create an action plan to replicate and implement research-based practices in our community to improve outcomes.

c. C2CA shall annually publish disaggregated local data on the outcomes and indicators chosen by the C2CA board.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2018 subject to the provisions for termination specified below. This contract may at the sole discretion of the BCCSB and with the agreement of C2CA be renewed for an additional one-year period. C2CA agrees and understands that the BCCSB may require supplemental information to be submitted by C2CA prior to any renewal of this agreement.

5. **Billing and Payment.** All billing shall be invoiced to County monthly by the 10th of the month following the month for which services were provided. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. 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 C2CA, 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. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Strategic Innovation Opportunity Application as submitted by C2CA to monitor service delivery and program expenditures. C2CA agrees to submit reports to the County with the first report due six months from contract execution. Subsequent reports will be due January 31, 2018, July 31, 2018, and January 31, 2019. Payments may be withheld from C2CA if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting requirements will include but are not limited a detailed explanation of the progress on the requirements of paragraph three of this contract and any other information or data deemed appropriate by the BCCSB.

8. **Audits.** C2CA also agrees to make available to the BCCSB a copy of its annual audit within four months after the close of C2CA's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the BCCSB requires that the management report of any audit as it relates to BCCSB program activities be made available to BCCSB as part of the required audit. Payment may be withheld from C2CA, if reports designated here are not made available upon request. Audits shall be uploaded to the Organization Profile in the Apricot System and continually kept up to date.

9. **Monitoring.** C2CA agrees to permit the BCCSB, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the BCCSB to monitor, survey and inspect C2CA's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, C2CA hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the BCCSB or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CSF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event C2CA requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from C2CA or from a committee of the board which has been authorized to request revisions may be required with the request. For consideration of a

request to modify or amend the contract, requests to the BCCSB must be submitted in writing at least two weeks prior to a regularly scheduled BCCSB meeting.

OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with C2CA's policies and procedures and in accordance with any local/state/federal regulations. C2CA agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. C2CA must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** C2CA will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CSF to be used for Services Provided.** C2CA agrees that the CSF funds shall be used exclusively for the services provided to children and youth 19 years of age or less and their families and for administrative costs directly related to C2CA's provision of such services.

14. **Accreditation/Licensure/Certifications.** All organizations must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** C2CA agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and C2CA, and this shall include any transaction in which C2CA is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** C2CA may enter into subcontracts for components of the contracted service as C2CA deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, the C2CA shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** C2CA agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. C2CA shall require each subcontractor to affirmatively state in its Agreement with the

C2CA that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide C2CA a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** C2CA agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against C2CA or any individual acting on the C2CA's behalf, including subcontractors, which seek to enjoin or prohibit C2CA from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If C2CA ceases to be funded by the BCCSB or ceases to provide services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In addition, if C2CA no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, C2CA will need BCCSB approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event C2CA, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to C2CA as set out herein. This contract will be terminated at the option of the BCCSB.

21. **Termination.** BCCSB may terminate this agreement at will by giving at least 30 days prior written notice to the C2CA. This agreement may be terminated by the BCCSB upon 15 days advance written notice for any of the following reasons or under any of the following circumstances:

a. BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of BCCSB, or

c. BCCSB may terminate this agreement should the C2CA fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

22. **Indemnification.** To the extent permitted under Missouri law, C2CA agrees to hold harmless, defend and indemnify the BCCSB, the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of C2CA, (meaning anyone, including but not limited to consultants having a contract with the C2CA or subcontractor for part of the services), or anyone directly or indirectly employed by C2CA, or of anyone for whose acts C2CA may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

23. **Publicity by the Organization.** C2CA shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. C2CA will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. C2CA will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. C2CA agrees to acknowledge the Children's Services Fund as a funding source on all written and electronic publications including brochures, letterhead, annual reports, and newsletters.

24. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and C2CA. The BCCSB does not recognize any of the C2CA's employees, agents, or volunteers as those of the BCCSB.

25. **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.

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

27. **Record Retention Clause.** C2CA shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

28. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services
605 E. Walnut, Ste. A
Columbia, MO 65201

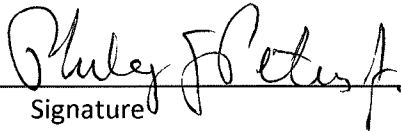
Any written notice or communication to the C2CA shall be mailed or delivered to:

Phil Peters
105 E. Ash St., Ste. 300
Columbia, MO 65203

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

Cradle to Career Alliance

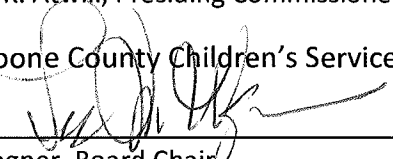
Boone County, Missouri

By: 
Signature

By: Boone County Commission

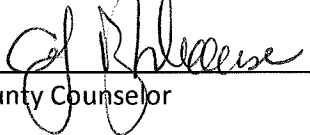
Daniel K. Atwill, Presiding Commissioner

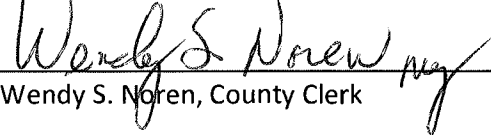
By: Philip G Peters, Jr, Tr Chair
Printed Name/ Title

By: Boone County Children's Services Board

Les Wagner, Board Chair


APPROVED AS TO FORM:

ATTEST:


County Counselor


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.)

 by 04/12/2017 (2161/71100/\$113,000.00)
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

SIO budget proposal for C2CA, 3-23-17

Expenses from June 1, 2017 to Dec. 31, 2018	2017 Proposed 1.5 year Expense	In-Kind	Requested in SIO proposal
Facilitator (1 FTE) (\$53,000 x 1.5 years)	\$79,500		\$79,500
Administrative Asst (\$30,000 x 0.5 FTE x 1.5 yrs)	\$22,500		\$22,500
CPS Data assistance (in-kind)	\$15,000	*	
Boone Impact Group Data assistance (in-kind)	\$15,000	*	
HMUW Office and meeting space (In-kind)	\$10,000	*	
Meeting expenses for CANs and related community engagement events	\$2,500		\$2,500
2 Symposia on selected C2CA Outcomes	\$8,000		
Administrative expenses	\$4,000		\$4,000
Strive Membership dues	\$2,500		
Materials/misc.	\$2,000		\$2,000
Payroll management	\$2,500		\$2,500
Web support	\$2,000		
TOTAL	\$165,500		\$113,000
Income for same 1.5 year period			
Boone County SIO Grant	\$113,300		\$113,300
CPS Data assistance (in-kind)	\$15,000	*	
HMUW carrel space, meeting space, copying (in-kind)	\$10,000	*	
Boone Impact Group, Data Assistance (in-kind)	\$15,000	*	
Corporate/foundation donations	\$9,600		
COMO Gives	\$2,400		
TOTAL	\$165,300		

STRATEGIC INNOVATION OPPORTUNITY
CONCEPT PAPER COVER SHEET

Applicant Information

Organization Name: Cradle to Career Alliance

Federal EIN Number: 47-2873187

Organization Type (choose one): tax-exempt/not-for-profit

Address: 105 E. Ash St. Suite 300

City, State, Zip Code: Columbia, MO 65203

Name of Executive Director of Organization: in transition (Contact Tri-Chair, Philip G. Peters, Jr.)

Telephone: 573-882-8274

Email Address: petersp@missouri.edu

Website: www.cradletocareeralliance.org

Project Information

Project Title: Cradle to Career Alliance Community Services

Amount Requested: \$339,900 over 3 years Total Project Cost: \$ \$489,900 over 3 years

Are funds requested all or part of a required match for a grant? Yes No

Briefly describe how these funds will be used:

The funds will be used to reduce disparities and improve emotional, academic, and career outcomes for Boone County youth through continuous quality improvement. As a member of the national Strive Together Cradle to Career Network, we convene diverse teams of key stakeholders to identify and implement evidenced-based programming and to evaluate the effectiveness of existing practices by analyzing student-level outcomes data. The requested funds will enable us to convene these groups from 2017 through 2019, gather data to inform their choice of action steps, track those action steps, measure progress at the program and community level, and identify practices that work in order to scale them up.

Is there any other organization other than the applicant acting as a fiscal agent for this project?

Yes No

If yes, please indicate the following:

Name of Fiscal Agent Organization: _____

Contact Person: _____ Telephone: _____

Name of Project Director (if different from Executive Director): _____

Cradle to Career Alliance
Application for Strategic Innovation Opportunities Funding

Introduction

The Cradle to Career Alliance (C2CA) of Boone County requests three years of funding to support a unique cross-sector partnership working to improve student emotional, academic and career outcomes by using local and national data to identify and replicate proven practices. The specific services or deliverables that we will provide over this 3-year period include (1) convening, facilitating, and providing data for three collaborative action networks (CANs) of diverse county stakeholders that will take concrete evidence-based action steps based on documented best-practices to improve our community-level student outcomes, (2) gathering data on local and national outcomes to help the CANs identify and replicate effective practices in a process of continuous quality improvement, (3) annually publishing disaggregated local data on the outcomes and indicators chosen by our Board, and (4) continuing to convene our unique cross-sector governing Board of local leaders to oversee the work of the CANs and to annually reassess its list of community-level student outcomes to target and the local data by which to measure those outcomes (our “outcomes” and “indicators,” respectively) .

These services will advance the mission of the CSB and serve the goals of this pool of funding. Each of our CANs will work to enhance social-emotional and academic outcomes by improving the expertise of our community of stakeholders through an innovative, collaborative, data-sharing process. The strategies that they will evaluate include many of the statutory service areas listed in your NFA, including “home-based and community-based family intervention programs” (*e.g.*, the Kindergarten CAN has prioritized the identification of better

ways to engage the parents of pre-kindergarten children); “individual, group, or family professional counseling and therapy services; psychological evaluations; mental health screenings” and “outpatient chemical dependency and psychiatric treatment programs” (applicable to the High School CAN’s search for ways to remove barriers to high school graduation and also to the Kindergarten CANs consideration of a campaign for universal screening at age 3). Many providers of these services and many current recipients of CSB funding are members of the High School CAN. We expect that many members of the Kindergarten CAN will receive funding under the current early childhood RFP.

Because our role is to improve the practices of providers and, thereby, improve student outcomes, the student population we will serve consists of all students in the county who are in the grades being targeted by one of the CANs, especially students at-risk.

The Cradle to Career Alliance

C2CA is a unique forum that brings together community leaders in the areas of business and education as well as representatives from service agencies and local governments. Our mission is to improve Boone County student success and to reduce long-standing disparities by helping community organizations and schools work more closely together and by fostering the use of local and national data to identify practices that work. C2CA uses the collective impact methods used successfully by communities in the Strive Together Cradle to Career Network. We have been admitted to membership in that network on the basis of our initial success assembling a partnership of community leaders and our convening of the working groups which recommended our community-level outcomes and indicators.

C2CA has identified five stages of the cradle to career pathway at which to track the success of Boone County children and youth: kindergarten entry, third grade, the transitions into and out of middle school, graduation from high school, and completion of college or career training. For each stage, our collaborative working groups identified both social-emotional and academic indicators by which to measure community progress. (See our outcomes and indicators at www.cradletocareeralliance.org.)

Our plan is to create a Collaborative Action Network (CAN) for each of the stages in the cradle to career pathway mentioned above. Two have already been assembled. The Kindergarten Readiness CAN has selected its first action steps, one of which is to improve kindergarten readiness by improving the training of existing and future early childhood teachers. Our newly-formed High School Graduation CAN will work to increase the percent of youth who graduate from high school ready for college or career training. Each of these action teams is composed of stakeholders, professionals, county school districts, university scholars, and practitioners with expertise and experience in each particular area. Their members are listed on our webpage at www.cradletocareeralliance.org.

Through the end of 2016, several funding streams have enabled us to create our nonprofit organization, identify key community outcomes and indicators, and begin work on our first 2 CANS. That funding has expired. The funding we are requesting from the CSB and other sources will enable us to continue the work described above and to extend it, as described below. The outcomes from this work will greatly improve our ability to identify new funders.

Our Proposal

We request \$113,300 per year for 3 years to provide the following deliverables.

1. Evidence-based Action Plans. Within one year of SIO funding, each of our 2 existing CANs will identify at least one evidenced-based, measurable intervention to undertake. New CANs will do this within one year of their formation. The kindergarten readiness CAN has already identified one such plan and begun efforts to fund it.
2. Implementation of Plans. Within 2 years of SIO funding (or 2 years from the formation of a new CAN), the implementation of at least one evidence-based program will have begun.
3. Outcomes. Within 3 years of SIO funding (or 3 years from the formation of a new CAN, if later), the initial outcomes from the intervention on both its participants and also on community-wide indicators will be reported.
4. An Annual Community Report Card. We will publish an annual report on our community outcomes and indicators, including the disaggregation of findings by race, ethnicity and income, where that data is available.

A more detailed, proposed timeline for this proposal is provided in a separate Word file along with a new organizational logic model from which the deliverables described above were drawn.

Proposed Budget

Yearly expenses	Expense	In-Kind	Requested in SIO proposal
Program Director (1 FTE, salary & benefits)	\$72,000		\$72,000
Network Facilitator (0.5 FTE, salary & benefits)	\$28,800		\$28,800
CPS Data assistance (in-kind)	\$15,000	*	
Boone Impact Group Data assistance (in-kind)	\$15,000	*	
HMUW Office and meeting space (In-kind)	\$10,000	*	
Meeting expenses for CANs and related community engagement events	\$3,000		\$3,000
Annual Children, Youth and Their Families Summit	\$5,500		
Administrative expenses	\$5,000		\$5,000
Strive Membership dues	\$2,500		
Materials/misc.	\$2,000		\$2,000
Payroll management	\$2,500		\$2,500
Web support	\$2,000		
TOTAL	\$163,300		\$113,300
Yearly Income			
Boone County SIO Grant	\$113,300		\$113,300
CPS Data assistance (in-kind)	\$15,000	*	
HMUW carrel space, meeting space, copying (in-kind)	\$10,000	*	
Boone Impact Group, Data Assistance (in-kind)	\$15,000	*	
Corporate/foundation donations	\$7,600		
COMO Gives	\$2,400		
TOTAL	\$163,300		

Thank you for your support. We look forward to discussing this proposal with you further.

Tri-Chairs, Cradle to Career Alliance (Tom Rose, Andrew Grabau, and Philip G. Peters, Jr.)

N8930 Program Evaluation Logic Model

Program Name: Cradle to Career Alliance (Boone County, MO)

Program Mission or Purpose: Improving Student Outcomes and Reducing Disparities

Resources	Activities	Outputs	Short Term Outcomes	Long Term Outcomes	Impact
To accomplish the activities we need:	To address the problem we need to do these things:	Once the activities are accomplished, these are the direct results of the program activities:	If accomplished these activities will lead to the following short term changes (1-3 years).	If accomplished these activities will lead to the following long term changes (4-6 years).	If accomplished these activities will lead to the following changes (7-10) years:
C2CA partners and exec director CAN members Program and operations funding	C2CA partners set direction for partnership and facilitation and work of CANS CANS meet and research best practices Specific program activities Identified and implemented	Within 1 year of formation, the CANS will identify a minimum of 2 evidenced based measurable interventions for their specific area (already done for EC CAN)	Within 2 years of formation of a CAN, at least one recommended program will have been funded and implemented	Within 3 years of formation of a CAN, initial outcome results from the intervention will be available.	Improvements will be seen in indicators that were identified for each CAN emphasis area to the goal levels set by the partnership and CANS Reduction in disparities in opportunities and achievement will be seen for Boone County children from birth to entry into the workforce
What external factors may influence the success of the initiative/program?					

Cradle to Career Proposal for SIO Funding from CSB
TIMELINE & LOGIC MODEL (10-23-16, 2.0)

Assumes Jan. 1 contract	March 31, 2017	June 30	Sept. 30	Dec. 31	March 31, 2018	June 30	Sept. 30	Dec. 31	Mar 31, 2019	June 30	Sept. 30	Dec. 31
Staff & core management	ED hired; Payroll mgmt. firm retained	Facilitator hired; fundraising begun.	Private funding goals for 2017 met.	Annual evaluation of ED by Bd.		Private Funding Goals for 2018 met	Begin raising funds for 2019.			Plan for funding in 2020 in place		
Annual Report Cards	√ ¹				√				√			
CAN qtrly reports	√	√	√	√	√	√	√	√	√	√	√	√
HS CAN	Action Plan chosen	Action Plan begun or grants sought				Examine end-of-year data for evidence of impact	Revise plans accordingly			Examine end-of-year data for evidence of impact	Revise plans accordingly	
KR CAN	CSF grant submitted (teacher training)	If granted, hire staff. If not, select next action plan.				Examine end-of-year data for evidence of impact	Revise plans accordingly			Examine end-of-year data for evidence of impact	Revise plans accordingly	
3 rd CAN created	Board approval obtained	Members identified & contacted	Monthly meetings have begun	Community Engagement Begun	Best practices identified & reviewed	Action Plans Discussed	Action Plan Chosen	Action Plan Begun or Grants Sought				Too soon to measure impact? Need June?

¹ This date, like several others on this timeline, is subject to the availability of data from DESE, OSEDA and others. We may ask to revise some of them in order to coordinate most sensibly with the other stakeholders.