

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

May Session of the May Adjourned

Term. 2002

In the County Commission of said county, on the

14th

day of

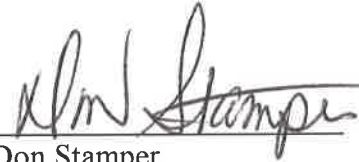
May

20 02

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

Now on this day, the County Commission of the County of Boone does hereby award bid 30-22APR02 for Street Sweeping Services Term and Supply to Scrubby, Inc. of St. Louis, Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 14th day of May, 2002.



Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 1, 2002
RE: 30-2~~7~~APR02 – Street Sweeping Services Term and Supply

30-22APR02

The Bid for Street Sweeping Services Term and Supply was issued on April 5, 2002. The bid closed on April 22, 2002. One bid was received. Upon the completion of the bid evaluation, Public Works and Purchasing recommend award to Scrubby, Inc. of St. Louis, Missouri. Street Sweeping Services will be provided to department 2040 – Public Works Maintenance Operations, account 71100 – Outside Services, Road and Bridge fund. It was originally budgeted for \$10,000.

The contract will run through May 14, 2003 and has two, one-year renewals. There are no requisitions attached, as this is a Term and Supply contract.

ATTACHMENT: Bid Tabulation

cc: Bid File
David Mink, Director Public Works

30-22APR02 - STREET SWEEPING SERVICES TERM AND SUPPLY				
4.7.1		Scrubby Inc.		
2.0	Sweeping Services as described in 2.0	\$ 125.25/hour	\$ _____/hour	\$ _____/hour
	2nd Contract Period Maximum % Increase	5 %	_____%	_____%
	3rd Contract Period Maximum % Increase	5 %	_____%	_____%
4.14	Cooperative Purchasing: Yes/No	yes		
No Bids		Opened By: Melinda Bobbitt		
Mo Sweeping Limited		Recorded By: Curt Kippenberger		
		Time: 1:25 p.m.		
		Date: 4/22/02		

**PURCHASE AGREEMENT
FOR
STREET SWEEPING SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 14th day of May 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Scrubby, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Street Sweeping Services Term and Supply, County of Boone Request for Bid, bid number 30-22APR02, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated April 17, 2002 and executed by Daniel Naes on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This contract period shall run from May 15, 2002 through May 14, 2003, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Street Sweeping Services as identified and responded to in the Contractor's Response Form. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Sweeping Services - Contractor agrees to begin Street Sweeping Services in mid-May after notification by the County. Contractor agrees to provide the services as required by the bid specifications and as needed by the County of Boone.

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

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission 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.

SCRUBBY, INC.

by Paul News

title pres.

address 1838 N. BROADWAY

ST. LOUIS MO. 63102

BOONE COUNTY, MISSOURI

by: Boone County Commission

Don Stamer
Don Stamer, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy J. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Public Works Term/Supply

2040-71100

Signature

5/26/02
Date

Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390

Email: dcrutchfield@boonecountymo.org

February 6, 2003

Daniel Naes
Scrubby Inc.
1833 N. Broadway
St. Louis, MO. 63102

 COPY

RE: 30-22APR02 - Street Sweeping Services

Dear Mr. Naes:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated January 29, 2003, you agree to renew the contract under the same terms and conditions. This contract renewal date will cover through May 14, 2004.

Should you have any questions, please contact me.

Sincerely,



Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File

Boone County Purchasing

Debbie Crutchfield
Office Specialist



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

March 18, 2004

Daniel Naes
Scrubby Dutchman
1833 N. Broadway
St Louis, MO 63102

 **COPY**

RE: 30-22APR02 – Street Sweeping Services

Dear Mr. Naes:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated March 17, 2004, you agree to renew the contract under the same terms and conditions as the original contract which you submitted with your letter of intent with a 0% increase over the current pricing. This contract renewal date will cover through May 14, 2005. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

224-2002

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the

14th day of May 20 02

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

Now on this day, the County Commission of the County of Boone does hereby adopt the attached proclamation for National Public Works Week.

Done this 14th day of May, 2002.



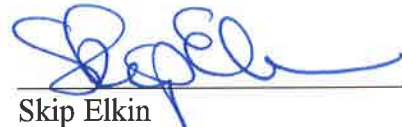
Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

PROCLAMATION

Whereas, public works services provided in our community are an integral part of our citizen's everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

Whereas, the health, safety, and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skill of public works officials; and

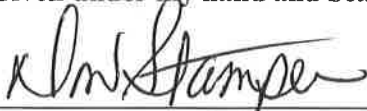
Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, Therefore, We, Commissioners Don Stamper, Presiding Commissioner, Karen Miller, Dist 1 Commissioner, Skip Elkin, Dist 2 Commissioner of Boone County do hereby proclaim the week of May 19 through May 25, 2001 as

"NATIONAL PUBLIC WORKS WEEK"

And I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of Boone County, Missouri this day, of May, 2002.



Presiding Commissioner, Don Stamper



Dist 1 Commissioner, Karen Miller



Dist 2 Commissioner, Skip Elkin

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

County of Boone

May Session of the May Adjourned

Term. 2002


In the County Commission of said county, on the

14th day of May 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to extend the closing of tax rolls from May 15, 2002 to May 31, 2002 pursuant to Missouri State Statute Section 137.335.

Done this 14th day of May, 2002.



Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

137.295, is prima facie evidence of the facts certified on the trial of the action.

(RSMo 1939 § 11054, A.L. 1945 p. 1817, A.L. 1947 V. II p. 429, A.L. 1959 H.B. 108)

Prior revisions: 1929 § 9882; 1919 § 12874; 1909 § 11431

FIRST CLASS COUNTIES

137.325. Sections 137.325 to 137.420 applicable to first class counties. — The provisions of sections 137.325 to 137.420 shall apply only to counties within the first class as provided by law.

(L. 1945 p. 1930 § 1)

137.335. Blanks for assessment to be designed by state tax commission — time of making assessment. — The state tax commission shall design the necessary assessment blanks, which shall contain a classification of all tangible personal property, and the blanks shall be furnished to the county assessor sixty days before January first of each year. After receiving the form of the assessment blanks, the assessor or his deputies shall, between the first day of January and the fifteenth day of May of each year, unless the time be extended for good cause shown by order of the county commission for a period expiring not later than May thirty-first, make and complete a list of all real and tangible personal property taxable by the county and assess the property at its true value in money.

(L. 1945 p. 1930 § 4, A.L. 1959 H.B. 108)

137.340. Taxpayer to file return listing all tangible personal property. — Every person, corporation, partnership or association, subject to taxation under the laws of this state, owning or controlling tangible personal property taxable by any such county, except merchants and manufacturers, and except railroads, public utilities, pipeline companies or any other person or corporation subject to special statutory tax requirements, who shall return and file their assessments on locally assessed property no later than April first, shall file with the assessor of the county an itemized return listing all the tangible personal property so owned or controlled on January first of each year, together with such additional infor-

signed and certified by the taxpayer as being a true and complete list or statement of all the taxable tangible personal property and the estimated true value thereof. The assessor shall have available at his office a supply of appropriate forms or blanks on which the return by the taxpayer shall be made. For the convenience of taxpayers the assessor shall mail to or leave at the residence or place of business of the taxpayer a form for making the return.

(L. 1945 p. 1930 § 5, A.L. 1959 H.B. 108, A.L. 1992 S.B. 630)

Effective 7-9-92

CROSS REFERENCE:

Equalization of merchants' and manufacturers' assessments, in first class counties, RSMo 138.090, 138.100, 138.120, 138.130

(1980) Only those persons and corporations subject to special statutory provisions governing reporting and assessment under manufacturers' license tax statute are exempt from requirement, in first class counties that certain returns be filed by all owners of tangible personal property subject to taxation under state law. *Metal Form Corp. v. Leachman (Mo.)*, 599 S.W.2d 922.

137.345. Failure to deliver list, penalty, exceptions — second notice to be given by assessor before penalty to apply — successful appeal by taxpayer, increases to use appeal basis (counties first class). — 1. If any person, corporation, partnership or association neglects or refuses to deliver an itemized statement or list of all the taxable tangible personal property signed and certified by the taxpayer, as required by section 137.340, by the first day of March, they shall be assessed a penalty added to the tax bill, based on the assessed value of the property that was not reported, as follows:

Assessed Valuation	Penalty
0-\$1,000	\$ 10.00
\$1,001-\$2,000	\$ 20.00
\$2,001-\$3,000	\$ 30.00
\$3,001-\$4,000	\$ 40.00
\$4,001-\$5,000	\$ 50.00
\$5,001-\$6,000	\$ 60.00
\$6,001-\$7,000	\$ 70.00
\$7,001-\$8,000	\$ 80.00
\$8,001-\$9,000	\$ 90.00
\$9,001 and above	\$ 100.00

The assessor in any county of the first classification without a charter form of government with a population of one hundred thousand or more inhabitants which contains all or part of a city with a population of three hundred fifty thousand

assessing the penalty in any case where he is satisfied the neglect falls into at least one of the following categories:

- (1) The taxpayer is in military service and is outside the state;
 - (2) The taxpayer filed timely, but in the wrong county;
 - (3) There was a loss of records due to fire, theft, fraud or flood;
 - (4) The taxpayer can show the list was mailed timely as evidenced by the date of postmark; or
 - (5) The assessor determines that no form for listing personal property was mailed to the taxpayer for that tax year; or
 - (6) The neglect occurred as a direct result of the actions or inactions of the county or its employees or contractors.
2. It shall be the duty of the county commissioner and assessor to place on the assessment rolls for the year all property discovered in the calendar year which was taxable on January first of that year.

3. Between March first and April first, the assessor shall send to each taxpayer who was sent an assessment list for the current tax year, and said list was not returned to the assessor, a second notice that statutes require that the assessment list be returned immediately. In the event the taxpayer returns the assessment list to the assessor before May first, the penalty described in subsection 1 of this section shall not apply. If said assessment list is not returned before May first by the taxpayer, the penalty shall apply.

4. The assessor, in the absence of the owner failing to deliver a required list of property is not required to furnish to the owner a duplicate of the assessment as made.

5. In every instance where a taxpayer has appealed to the board of equalization or the state tax commission the assessment of the taxpayer's property, real or personal, and that appeal has been successful, then in the next following and all subsequent years the basis upon which the assessor must base future assessments of the subject property shall be the basis established by

137.350. Assessor guardian. — It shall be the duty of the administrator of the estate to deliver to the assessor all the property of such sections 137.325 to 137.328. The administrator shall be eligible for assessment sections 137.325 to 137.328.

(L. 1945 p. 1930 § 6)

137.355. Notice of listed property. — If the valuation of any tangible personal property is estimated in the itemized return, and if an assessor in real property, he shall advise the owner of the increase or decrease in the value of the property to the last known value of the property as given by publication in the county.

(L. 1945 p. 1930 § 7, A.L. 1959)

137.360. Form of appraisal — lists filed with assessor to be signed by owner. — The assessor shall be as follows:

I, _____ do hereby certify that the foregoing is a true and correct statement of the personal property made taxable in Missouri, which I owned or managed on the first day of _____ that I have not sold or taken property out of this state to a

Any person who refuses to sign his list, when required by the assessor, or his deputy, shall upon conviction be guilty of a misdemeanor and shall be liable to prosecution under this section.

2. The list and certificate of appraisal after he has been filed in the office of the assessor, the filing of the same shall be kept in the

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STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned

Term. 20 02

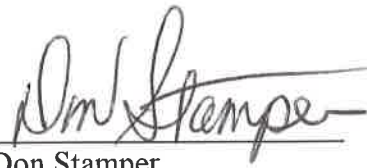
In the County Commission of said county, on the

14th day of May 20 02

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

Now on this day, the County Commission of the County of Boone does hereby approve the closure of Pipes Lane per Section 2.7.1 of the Boone County Roadway Regulations.

Done this 14th day of May, 2002.



Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

227-2002

**S & S FARMS OF CENTRAL MISSOURI, LLC
EVERGREEN SOD FARMS
S & S SEEDS, LLC**

5303 N. Tucker Collins Rd.
Rocheport, MO 65279
Farm & Seed Office: 573-698-5111
Fax Line: 573-698-4703
Sod Field: 660-848-2265

Com
Agenda

April 9, 2002

Mr. Don Stamper
Presiding Commissioner
Boone County Commission
801 E. Walnut
Columbia, MO 65201

Dear Mr. Stamper:

I am requesting closure of Pipes Lane at the intersection with Rocheport Gravel Road. We currently own all land along and at the end of Pipes Lane, except a small portion at the beginning of Pipes Lane on the north side. This is owned by Mary Romesburg and they have given their permission.

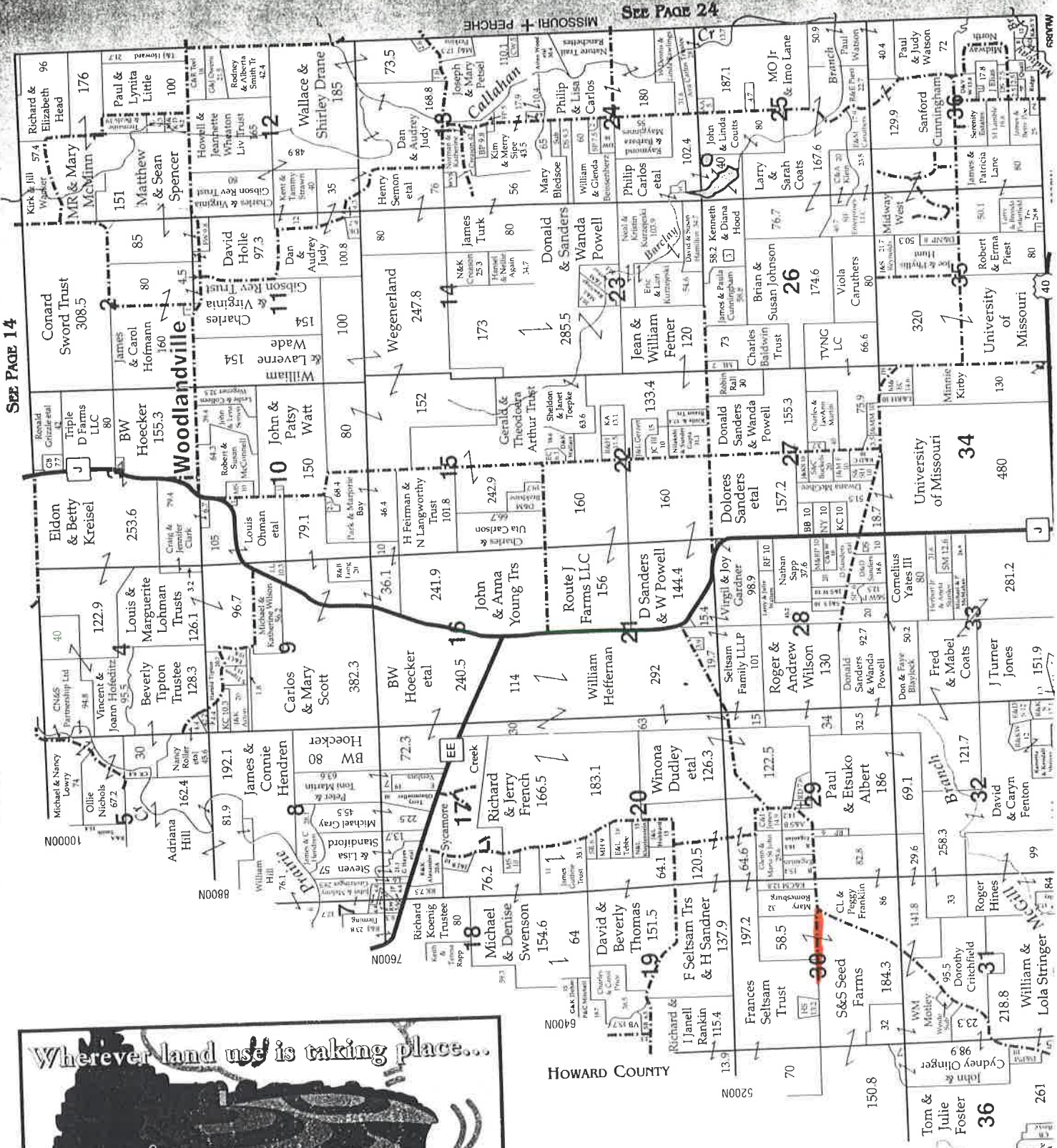
I wish to close the road for the purpose of fixing the road as it washes out during heavy rains, and to maintain as I need to. Also, I personally live at the end of the lane and am quite concerned about my family's security. I plan to put a security gate at the beginning of Pipes Lane to stop the unwanted traffic.

Thank you very much for your consideration.

Sincerely,



Gene Sandner



SEE PAGE 14

SEE PAGE 24

MISSOURI + PERCHE

Wherever land use is taking place...

Soil and Water Conservation Districts are there!

HOWARD COUNTY

McGILL

4000N

5200N

8800N

10000N

184

99

151.9

281.2

480

130

University of Missouri

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- 2.7.1 **Roadway Closure** - County-maintained roads and/or the access points to them may be closed in whole or part in accordance with the traffic regulations of Boone County, Missouri. County-maintained roads which in the judgment of the Director are no longer used by the traveling public or which were at one time county-maintained roads but are currently used only as a means for private ingress and egress may be closed to public use, except for authorized persons, for the purpose of effecting statutory vacation by means of abandonment. The closure of a county-maintained road shall not affect the title to real estate unless and until such road is vacated.
- 2.7.2 **Vacation of Public Roads** - Public roads shall be vacated as authorized by law and applicable regulations of the county. The county shall notify all public and private utility service providers known or discovered to use the right of way proposed for vacation prior to final action thereon. Public roads may be vacated with title thereto reverting to abutting property owners in accordance with the following procedures:
- 2.7.2.1 **Subdivision Roadways** - Roadways and rights of way located in platted subdivisions may be vacated in accordance with the requirements of the subdivision regulations of Boone County, Missouri or Revised Statutes of Missouri.
- 2.7.2.2 **Other Public Roads** - Other public roads located in the unincorporated areas of Boone County, Missouri, which are not located within platted subdivisions shall be vacated in accordance with the provisions of § 228.110 RSMo. upon petition or by means of abandonment due to non-use by the public under § 228.190 RSMo.
- 2.8 **Construction Standards:** All construction work performed within rights of way shall conform to the following standards applicable to the type of work performed:
- 2.8.1 **New Construction** - All new public roads, existing roadways and storm water projects that are to be maintained by the County shall be constructed or improved under permit issued by the Department of Public Works in accordance with the standards and specifications set forth in **Appendix A** of these regulations and **Appendix D** for plan submittal requirements. No roadway shall be accepted as a public road to be maintained at county expense unless it meets or exceeds the requirements set forth in **Appendix A** or unless specific variances are granted to the requirements set forth in **Appendix A** of these regulations. In either case, all utilities to be located within the rights of way shall be installed before County acceptance unless otherwise authorized by the Director.
- 2.8.2 **Driveway Locations and Culverts** - All driveway accesses and culverts shall be installed in accordance with the procedures and standards set forth in **Appendix B** of these regulations.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

May Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the

14th

day of

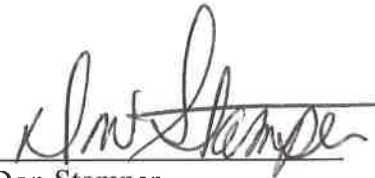
May

20 02

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

Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Courthouse Ground on Wednesday, May 22, 2002 from 11:30 a.m. to 1:30 p.m. by the Fifth Grade Class at Grant Elementary School to sing a musical entitled "My Country". It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 14th day of May, 2002.



Don Stamper
Presiding Commissioner

ATTEST:

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



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Chip Elkin, District II Commissioner



Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

Commission Agenda

228-2002

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Sing a musical entitled "My Country"

Date(s) of Use: Wednesday, May 22, 2002

Time of Use: From: 11:30 a.m./p.m. thru 1:30 a.m./p.m.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department grounds, of time and place of use and abide by all applicable laws and ordinances in using Courthouse
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: Grant Elementary School - Fifth Grade

Organization Representative/Title: Jim Hogan - 5th grade teacher

Phone Number: 214-3520

Date of Application: 5/6/02

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy J. Loren
Clerk

Don Stamper
Commissioner

DATE: 5/14/2002