

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 08

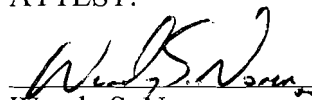
In the County Commission of said county, on the 10<sup>th</sup> day of June 20 08

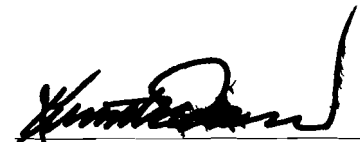
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5895 Kent Drive, Columbia.


Done this 10<sup>th</sup> day of June, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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

|                           |   |                                      |
|---------------------------|---|--------------------------------------|
| In Re: Nuisance Abatement | ) | April Session                        |
| 5895 Kent Drive           | ) | January Adjourned                    |
|                           | ) | Term 2008                            |
|                           | ) | Commission Order No. <u>276-2008</u> |

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 10<sup>th</sup> day of June 2008, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high
4. The location of the public nuisance is as follows: 5895 Kent Drive, Columbia, MO, a/k/a parcel# 12-415-20-01-094.00 01, Gregory Heights Addition #3, Replat 1, Lot 99, Section 20, Township 49, Range 12 as shown by deed book 2013 page 0479, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 13<sup>th</sup> day of May 2008, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

# HEARING NOTICE

Robert and Sandra L. Steenblock  
2084 E. Bluebird  
Columbia, MO 65201

An inspection of the property you own located at 5895 Kent Drive (parcel # 12-415-20-01-094.00 01) was conducted on May 09, 2008 and growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, June 10, 2008 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

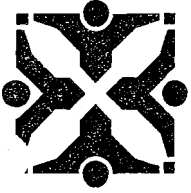
Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the \_\_\_\_\_ day of \_\_\_\_\_ 2008 by \_\_\_\_\_.

TAKEN 05/29/08 AT @ 10:30 AM  
5895 KENT DRIVE





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT

DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Robert and Sandra L. Steenblock  
2084 E. Bluebird  
Columbia, MO 65201

An inspection of the property you own located at 5895 Kent Drive (parcel # 12-415-20-01-094.00 01) was conducted on May 09, 2008 and growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, June 10, 2008 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

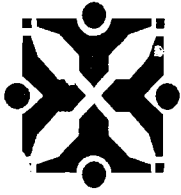
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 29 day of May 2008 by DN.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Robert and Sandra L. Steenblock  
2084 E. Bluebird  
Columbia, MO 65201

An inspection of the property you own located at 5895 Kent Drive (parcel # 12-415-20-01-094.00) was conducted on May 09, 2008 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the weeds are cut within the 60-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 12 day of May 2008 by PV.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)

# Call Inquiry

SUNGARD PUBLIC SECTOR  
HTE NavLine



|   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> 1560<br><input checked="" type="checkbox"/> Events<br><input checked="" type="checkbox"/> Email log<br><input checked="" type="checkbox"/> Reminders<br><input checked="" type="checkbox"/> Work requests | <b>Call Information</b><br>Call ID: 1560      Status: Open      Entity: City of Columbia<br>Comments<br>Julia Young called - house at 5895 kent drive has tall weeds  |   |
|   | <b>Call Details</b><br>Call type: CE-County Nuisance<br>Entry date/time: 05/09/2008 11:30:47<br>Entry user ID: Vellema, Kristine - Health E<br>Origin: Telephone<br>Work group: Environmental Health              | <b>Contact Information</b><br>Contact ID: 154830<br>Contact name: Undefined<br>Home phone: (573) 999-9999<br>Customer:<br>Location:<br>Service: |
|   | <b>Call Assignment/Notification</b><br>Contact notification: None<br>Notification date:<br>Email updates: Yes<br>Notification user: Vellema, Kristine - Health E<br>Forward to user: Vellema, Kristine - Health E | <b>Close Information</b><br>Close date/time: 00:00:00<br>Close user:<br>Elapsed time: .00 Hours<br>Action taken:                                |
|   | <input type="button" value="Print"/><br><input type="button" value="Cancel"/><br><input type="button" value="Exit"/><br><input type="button" value="Refresh"/><br><input type="button" value="Toggle Inform..."/> |   |

*5/9 weeds*



5/28

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert & Sandra L.  
Steenblock  
2084 E. Bluebird  
Columbia MD 65201

2. Article Number  
(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Arma n Smith*  Agent  Addressee

B. Received by (Printed Name)  
*Arma n Smith*

C. Date of Delivery  
*5-23-08*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

7008 0150 0001 1734 8632

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|   |                |
|---|----------------|
| Postage   | \$ .42         |
| Certified Fee                                     | 2.70           |
| Return Receipt Fee<br>(Endorsement Required)      | 2.20           |
| Restricted Delivery Fee<br>(Endorsement Required) |                |
| <b>Total Postage &amp; Fees</b>                   | <b>\$ 5.32</b> |

*Yvonne Heath*  
*Ernie Heath*

**COLUMBIA, MO**  
 MAY 23 2008  
 USPS

Sent To: Robert & Sandra Steenblock  
 Street, Apt. No., or PO Box No.: 2084 E. Bluebird  
 City, State, ZIP+4: Columbia MD 65201

PS Form 3800, August 2006 See Reverse for Instructions

7008 0150 0001 1734 8632

Robert and Sandra L. Steenblock  
5895 Kent Drive – weed violation  
TIMELINE

- 05/09/08: complaint received
- 05/09/08: initial inspection conducted
- 05/12/08: notice sent via certified mail
- 05/13/08: owner signed for notice
- 05/28/08: 2<sup>nd</sup> inspection conducted – nuisance not abated
- 05/29/08: pictures taken at ~ 10:00 am



**Tom Schauwecker**  
Boone County Assessor

Boone County Government Center  
801 East Walnut  
Columbia, MO 65201-7732

(573) 886-4270 Office  
(573) 886-4254 Fax



**Parcel 12-415-20-01-094.00 01**

**Property Location 5895 KENT DRIVE**

City *Road* **COUNTY ROAD DISTRICT (CO)** *School* **COLUMBIA (C1)**  
Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **STEENBLOCK ROBERT & SANDRA L**  
Address **2084 E BLUEBIRD**  
City, State Zip **COLUMBIA, MO 65201**

Subdivision Plat Book/Page **0010 0037**  
Section/Township/Range **20 49 12**

Legal Description **GREGORY HEIGHTS ADD #3  
(REPLAT 1) LOT 99**  
Lot Size **70 x 120**

Deed Book/Page **2013 0479 1186 0173**

| Type          | Current Appraised |               |               | Type          | Current Assessed |              |               |
|---------------|-------------------|---------------|---------------|---------------|------------------|--------------|---------------|
|               | Land              | Bldgs         | Total         |               | Land             | Bldgs        | Total         |
| <b>RI</b>     | <b>11,700</b>     | <b>44,600</b> | <b>56,300</b> | <b>RI</b>     | <b>2,223</b>     | <b>8,474</b> | <b>10,697</b> |
| <b>Totals</b> | <b>11,700</b>     | <b>44,600</b> | <b>56,300</b> | <b>Totals</b> | <b>2,223</b>     | <b>8,474</b> | <b>10,697</b> |

*Previous Year's Tax*

Year **2007** Amount **\$651.44**

**Residence Description**

Year Built **1972**  
Use **SINGLE FAMILY (101)**

Basement **CRAWL SPACE (2)** Attic **NONE (1)**

Bedrooms **3** Main Area **1,056**  
Full Bath **1** Finished Basement Area **0**  
Half Bath **0**  
Total Rooms **6** Total Square Feet **1,056**

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.


Boone County, Missouri  
Unofficial Document

479



Recorded in Boone County, Missouri  
Date and Time: 10/01/2002 at 11:14:03 AM  
Instrument #: 2002029124 Book: 02013 Page: 0479

First Grantor: HARDT, JOEL L  
First Grantee: STEENBLOCK, ROBERT  
Instrument Type: WD  
Recording Fee: \$28.00

  
Bettie Johnson, Recorder of Deeds



## GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 30th day of September, 2002, by and between  
JOEL L. HARDT, A SINGLE PERSON

party or parties of the first part of BOONE County, State of Missouri, Grantor(s) and ROBERT STEENBLOCK  
AND SANDRA L. STEENBLOCK, HUSBAND AND WIFE

party or parties of the second part of BOONE County, State of Missouri, Grantee(s).

\*Grantee's Mailing Address is 2084 E. Bluebird Columbia, MO 65201

WITNESSETH, that the said party or parties of the first part, in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, State of Missouri, to-wit:

LOT NINETY-NINE (99) OF GREGORY HEIGHTS SUBDIVISION ADDITION NO. 3, REPLAT NO. 1, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 10, PAGE 37, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD THE SAME, together with all the rights, immunities, privileges, and appurtenances thereunto belonging unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2002 and thereafter, and special taxes becoming a lien after the date of this deed.

BOOGWD

<http://www.showmeboone.com>

Boone County, Missouri  
Unofficial Document

480

IN WITNESS WHEREOF, the said party or partes of the first part has or have hereunto set their hand or hands the day and year first above written.

Joel L. Hardt  
JOEL L. HARDT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF MISSOURI  
COUNTY OF BOONE } ss

On this 30th day of September, 2002, before me personally appeared JOEL L. HARDT, A SINGLE PERSON

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLUMBIA, Missouri, the day and year first above written.

My term expires the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Tammy Brewer  
signed

(SEAL)

\_\_\_\_\_

TAMMY BREWER  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires June 6, 2005

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 08

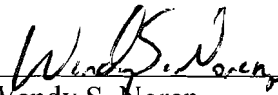
In the County Commission of said county, on the 10<sup>th</sup> day of June 20 08

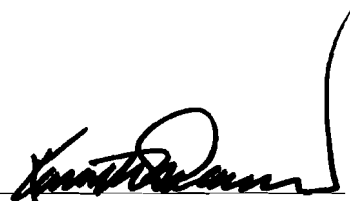
the following, among other proceedings, were had, viz:

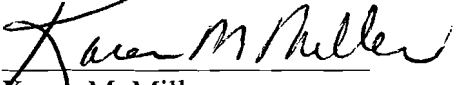
Now on this day the County Commission of the County of Boone does hereby award bid 25-24APR08 – Trails West Avenue, Henderson Road & Semon Road Asphalt Overlay & Roadway Drainage Improvements to APAC Missouri, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10<sup>th</sup> day of June, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI }  
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June Session of the April Adjourned

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In the County Commission of said county, on the 10<sup>th</sup> day of June 20 08

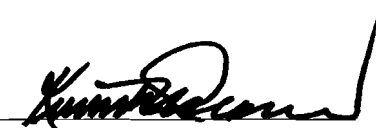
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of Centurytel as a sole source provider for the purchase of two Sentinel CML 911 Command Posts. It is further ordered the Presiding Commissioner is hereby authorized to sign said sole source form.

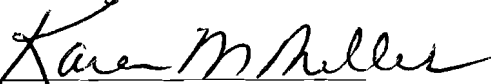
Done this 10<sup>th</sup> day of June, 2008.

ATTEST:

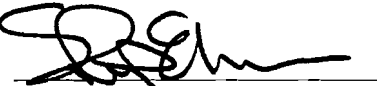
  
 \_\_\_\_\_  
 Wendy S. Noren  
 Clerk of the County Commission



Kenneth M. Pearson  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: May 30, 2008  
RE: Sole Source Purchase – CML 911 Command Post

Jim McNabb requests permission to utilize Centurytel as a sole source provider for the purchase of two Sentinel CML 911 Command Posts located in the Joint Communications Department. Purchase is for two each at \$18,110.00 for a total of \$36,220.00 and will be paid out of department 2020 – E-911 Emergency Telephone, account 91301 – Computer Hardware. Maintenance is included in the first year and will be approximately \$2,300/year in future years.

Attached is the sole source request form for signature submitted by Joint Communications.

ATT Sole Source Request

cc: June Pitchford, Auditor's Office  
Jim McNabb, Joint Communications  
Sole Source File



# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

|                      |                                    |
|----------------------|------------------------------------|
| Originating Office   | Public Safety Joint Communications |
| Person Requesting    | James McNabb <i>Donna Narcis</i>   |
| Date Requested       | May 29, 2008                       |
| Contact Phone Number | 573-874-7400                       |

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: *Melinda Bobbitt* 5-30-08  
Signature Date

SOLE SOURCE NUMBER: 82-12310855  
(Assigned by Purchasing)

COMMISSION APPROVAL: *[Signature]* 6/10/08  
Signature Date

Expiration Date: 20 through 20 One Time Purchase (check)   
*Initial purchase - then on-going on maintenance at \$2300/yr. 1st year of maintenance is included*

|  |   |
|--|---|
| Vendor Name  | Century Tel                             |
| Vendor Address                                     | 625 Cherry Street<br>Columbia, MO 65201 |
| Vendor Phone and Fax                               | Phone 573-886-3898<br>Fax 573-442-0221  |
| Product Description                                | CML 911 Command Post                    |
| Estimated Cost                                     | \$18,110.00                             |
| Department/Account Number(s) Invoices Will Be Paid |   |

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 08

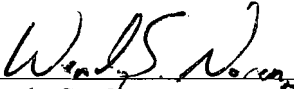
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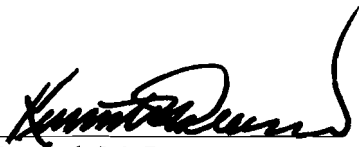
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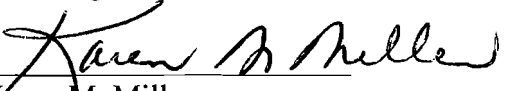
Now on this day the County Commission of the County of Boone does hereby award bid MM54 – Sodium Chloride Term & Supply to North American Salt Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10<sup>th</sup> day of June, 2008.

ATTEST:

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

  
\_\_\_\_\_  
Kenneth M. Pearson  
Presiding Commissioner

  
\_\_\_\_\_  
Karen M. Miller  
District I Commissioner

  
\_\_\_\_\_  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
SODIUM CHLORIDE TERM AND SUPPLY**

**THIS AGREEMENT** dated the 10<sup>th</sup> day of June 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **North American Salt Company**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Sodium Chloride**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Sodium Chloride Term and Supply, bid number **MM54**, Mid-Missouri Public Purchasing Instructions and General Conditions, General Provisions, Specifications for Sodium Chloride, the un-executed Vendor Response Sheet, as well as the Contractor's bid response dated May 16, 2008, executed by Linda Winter 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 Instructions and General Conditions, General Provisions, Specifications for Sodium Chloride, and the un-executed Vendor Response Sheet, shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall be for the period **June 1, 2008 through May 31, 2009** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for two additional one-year period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Sodium Chloride Bulk @ \$57.57 per ton per full truckload**, minimum of 22-25 tons. The Sodium Chloride 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.

**4. Delivery** - Contractor agrees to deliver the Sodium Chloride within 1-5 days after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed 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 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.

**NORTH AMERICAN SALT COMPANY**

**BOONE COUNTY, MISSOURI**

by *Linda Winter*  
 title SALES MANAGER  
 address 9900<sup>SW</sup> W. 109TH ST., Ste 600  
Overland Park, Ks 6621

by: Boone County Commission  
*Kenneth M. Pearson*  
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:  
*[Signature]*  
 County Counselor

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

**AUDITOR CERTIFICATION**

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

|                                       |                      |                               |
|---------------------------------------|----------------------|-------------------------------|
| <u><i>No Encumbrance Required</i></u> | <u><i>6/5/08</i></u> | <u>2040/26300 Term/Supply</u> |
| Signature                             | Date                 | Appropriation Account         |



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE, continued

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Address: **NORTH AMERICAN SALT COMPANY  
A COMPASS MINERALS COMPANY  
9900 WEST 109TH STREET  
OVERLAND PARK, KS 66210  
TEL. 800-323-1641**

Phone Number:

800-323-1641

Fax Number:

913-338-7945

Federal Tax ID:

48-1047632

Corporation

Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name: \_\_\_\_\_

Other (Specify) \_\_\_\_\_

When Organized: 1/21/88

When Incorporated: 1/21/88

Exempt From Tax Reporting? Yes \_\_\_ No

Authorized Representative Signature

Linda Winter

Print Name and Title of Authorized Representative

Linda Winter - Sales Manager

Date: 5/16/08

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

PRICES SHALL BE QUOTED FOB DESTINATION

VENDOR RESPONSE PAGE

BID PRICES:

| Description        | Unit | Qty  | Unit Price | Extended Price |
|--------------------|------|------|------------|----------------|
| 1. SODIUM CHLORIDE | Tons | 4075 | \$ 57.57   | \$ 234,597.75  |

\* No split bid Accepted

2. Are there any restrictions on deliveries less than 100 tons? If so, describe:

min. truckload 22-25 tons

3. RENEWAL INCREASES:

Maximum increase for 1<sup>st</sup> renewal period: June 1, 2009 through May 31, 2010.

25 %

Maximum increase for 2nd renewal period: June 1, 2010 through May 31, 2011.

25 %

4. Delivery after Receipt of Order will be made within

1-5 days

5. VENDOR:

Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County?

Cooperative Purchasing?

YES or

NO

Circle one

**ACTION BY WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
NORTH AMERICAN SALT COMPANY**

**March \_\_\_\_\_, 2008**

The undersigned, being the sole member of the Board of Directors of North American Salt Company, a Delaware corporation (the "Company"), hereby consents to the adoption of the following resolutions pursuant to Section 141(f) of the General Corporation Law of the State of Delaware.

WHEREAS, from time to time it is necessary for managers in the Highway Sales Department to sign documents on behalf of the Company that are required to complete sales transactions in their territories;

NOW, THEREFORE, BE IT RESOLVED, that the following named individuals be, and each of them hereby is, authorized on behalf of the Company, to sign (up to the applicable authority level under the Company's Delegation of Authority Policy) bids, performance bonds and/or contracts for the sale of sodium chloride, and any other documents which, in his or her opinion, are necessary, appropriate or desirable in order to effectuate the purposes and intent of the foregoing:

|                |   |
|----------------|---|
| Keith Clark    | Vice President and General Manager, North America Highway |
| G.O. Young     | Vice President, North American Rock Salt Deicing          |
| Jon Schnieders | Director of Sales, North American Rock Salt Deicing       |
| Patrick Heenan | Director of US Rock Salt Deicing and Chemical Sales       |
| Sean Lierz     | Sales Manager   |
| Lisa Pruitt    | Highway Sales Support Supervisor                          |
| Linda Winter   | Senior Sales Manager                                      |

FURTHER RESOLVED, that all actions heretofore taken by the aforementioned, for and on behalf of the Company, are hereby ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned, being the sole director of the Company, has executed this consent as of the day and year first written above.

  
\_\_\_\_\_  
Angelo C. Brismitzakis



9900 West 109<sup>th</sup> Street - Suite 600  
Overland Park, Kansas 66210  
Phone 800-323-1641 Fax 913-338-7945

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**DE-ICING SALT**

**PRODUCTION LOCATION**

Cote Blanche, Louisiana

**PRODUCT DESCRIPTION**

Rock salt obtained by conventional mining methods, crushed, and screened to size.

**TYPICAL SCREEN ANALYSIS**

Retained and Cumulative (95% Confidence)

| U.S.S Mesh | Tyler Mesh | Open. (In.) | Ret. % | Range % | Cum. % | Range %  |
|------------|------------|-------------|--------|---------|--------|----------|
| 1/2        |            | 0.500       | 0.4    | 0 - 2   | 0.4    | 0 - 2    |
| 0.375      | 0.375      | 0.375       | 5.5    | 0 - 17  | 5.9    | 0 - 18   |
| 4          | 4          | 0.1870      | 26.3   | 4 - 49  | 32.2   | 5 - 59   |
| 8          | 8          | 0.0937      | 34.7   | 17 - 53 | 66.9   | 36 - 97  |
| 30         | 28         | 0.0234      | 28.2   | 1 - 55  | 95.1   | 88 - 100 |
| Pan        | Pan        |             | 4.9    | 0 - 12  | 100.0  |          |

Average Particle Size 0.139 inches (6.0 mesh)

**PHYSICAL PROPERTIES**

Bulk Density 72 lbs/cubic foot

| Chemical Analysis (95% Confidence) |                                     | Typical | Range         |
|------------------------------------|-------------------------------------|---------|---------------|
| Sodium Chloride                    | NaCl (%)                            | 98.93   | 98.70 - 99.12 |
| Calcium Sulfate                    | CaSO <sub>4</sub> (%)               | 0.87    | 0.56 - 1.18   |
| Calcium Chloride                   | CaCl <sub>2</sub> (%)               | 0.01    | 0.00 - 0.03   |
| Magnesium Sulfate                  | MgSO <sub>4</sub> (%)               | 0.01    | 0.00 - 0.02   |
| Magnesium Chloride                 | MgCl <sub>2</sub> (%)               | 0.00    | 0.00 - 0.01   |
| Sodium Sulfate                     | Na <sub>2</sub> SO <sub>4</sub> (%) | 0.10    | 0.00 - 0.43   |
| Moisture                           | H <sub>2</sub> O (%)                | 0.03    | 0.00 - 0.08   |
| Water Insolubles                   | (%)                                 | 0.04    | 0.00 - 0.08   |

**METHOD OF ANALYSIS**

American Society for Testing and Materials Procedure D632 and E524. All other testing is from North American Salt's internal quality control procedures, which are available upon request.

| Product Description and Codes | UPC code | Product Code |
|-------------------------------|----------|--------------|
| Bulk                          |          | 7608         |

**ADMIXTURE**

Sodium Ferrocyanide (YPS) added - If requested by customer

April 2007





# MATERIAL SAFETY DATA SHEET

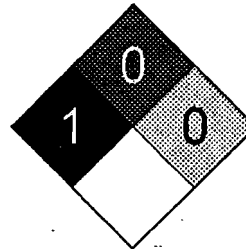
## 1. Product and Company Identification

**Product Name** Sodium Chloride, Salt  
**CAS #** 7647-14-5  
**Product use** De-icer. General Industrial and water softening/conditioning purposes.  
**Manufacturer** North American Salt Company  
 9900 West 109th St., Suite 600  
 Overland Park, KS 66210 US  
 Phone: 913-344-9200

**Supplier** Compass Minerals International  
 9900 West 109th Street, Suite 600  
 Overland Park, KS 66210 US  
 Phone: 913-344-9200  
 Website: www.compassminerals.com

| LEGEND<br>HMIS/NFPA |   |
|---------------------|---|
| Severe              | 4 |
| Serious             | 3 |
| Moderate            | 2 |
| Slight              | 1 |
| Minimal             | 0 |

|                     |   |
|---------------------|---|
| Health              | 1 |
| Flammability        | 0 |
| Physical Hazard     | 0 |
| Personal Protection | E |



## 2. Hazards Identification

**Emergency overview** CAUTION  
EYE AND SKIN IRRITANT.

**Potential short term health effects**

**Routes of exposure** Eye, Skin contact, Inhalation, Ingestion.

**Eyes** May cause irritation.

**Skin** May cause irritation.

**Inhalation** Dusts of this product may cause irritation of the nose, throat, and respiratory tract.

**Ingestion** May cause stomach distress, nausea or vomiting.

**Target organs** Eyes. Skin. Respiratory system.

**Chronic effects** Prolonged or repeated exposure can cause drying, defatting and dermatitis.

**Signs and symptoms** Symptoms may include redness, edema, drying, defatting and cracking of the skin. Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.

## 3. Composition / Information on Ingredients

| Ingredient(s)   | CAS #     | Percent  |
|-----------------|-----------|----------|
| Sodium chloride | 7647-14-5 | 60 - 100 |

## 4. First Aid Measures

**First aid procedures**

**Eye contact** Flush with cool water. Remove contact lenses, if applicable, and continue flushing. Obtain medical attention if irritation persists.

**Skin contact** Brush away excess of dry material. Flush with water. Obtain medical attention if irritation persists.

**Inhalation** If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.

**Ingestion** Do not induce vomiting. Rinse mouth with water, then drink one or two glasses of water. Obtain medical attention. Never give anything by mouth if victim is unconscious, or is convulsing.

**Notes to physician** Symptoms may be delayed.

**General advice** None Available.

## 5. Fire Fighting Measures

**Flammable properties** Not flammable by WHMIS/OSHA criteria. May be combustible at high temperatures.

### Extinguishing media

Suitable extinguishing media Treat for surrounding material.

Unsuitable extinguishing media Not available

### Protection of firefighters

Specific hazards arising from the chemical Not available

Protective equipment for firefighters Firefighters should wear full protective clothing including self contained breathing apparatus.

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## 6. Accidental Release Measures

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### Personal precautions

Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

### Methods for containment

None necessary.

### Methods for cleaning up

Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

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## 7. Handling and Storage

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### Handling

Avoid breathing dusts from this material.

### Storage

Keep out of reach of children. Keep containers tightly closed in a cool, well-ventilated place.

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## 8. Exposure Controls / Personal Protection

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### Exposure limits

#### Ingredient(s)

#### Exposure Limits

Sodium chloride

ACGIH-TLV

Not established

OSHA-PEL

Not established

### Engineering controls

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. If user operations generate dust, fumes, or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

### Personal protective equipment

#### Eye / face protection

Safety glasses.

#### Hand protection

Rubber gloves. Confirm with a reputable supplier first.

#### Skin and body protection

As required by employer code.

#### Respiratory protection

Where exposure guideline levels may be exceeded, use an approved NIOSH respirator or NIOSH-approved filtering facepiece.

#### General hygiene considerations

Handle in accordance with good Industrial hygiene and safety practice. When using do not eat or drink. Wash hands before breaks and immediately after handling the product.

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## 9. Physical & Chemical Properties

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### Appearance

Crystalline.

### Color

White

### Form

Crystals

### Odor

Odorless.

|  |                          |
|--|--------------------------|
| Odor threshold                                 | Not available            |
| Physical state                                 | Solid                    |
| pH   | 6 - 8 (Neutral)          |
| Melting point                                  | 800.9 °C (1473.8 °F)     |
| Freezing point                                 | Not available            |
| Boiling point                                  | 1413 °C (2575.4 °F)      |
| Flash point                                    | Not available            |
| Evaporation rate                               | Not available            |
| Flammability limits in air, lower, % by volume | Not applicable           |
| Flammability limits in air, upper, % by volume | Not applicable           |
| Vapor pressure                                 | 0.1 kPa (1 mmHg) @ 865°C |
| Vapor density                                  | Not applicable           |
| Specific gravity                               | 2.17 (H2O = 1)           |
| Relative density                               | 2.17 g/cm3               |
| Octanol/water coefficient                      | Not available            |
| Solubility (H2O)                               | 36g/100g H2O @ 20°C      |
| Auto-ignition temperature                      | Not available            |
| Viscosity                                      | Not applicable           |
| Percent volatile                               | 0 % w/w                  |
| Molecular weight                               | 58.4400 g/mole           |
| Molecular formula                              | NaCl                     |

## 10. Chemical Stability & Reactivity Information

|                                    |  |
|------------------------------------|--|
| Chemical stability                 | Stable under recommended storage conditions.                         |
| Conditions to avoid                | Do not mix with incompatible materials.                              |
| Incompatible materials             | Reactive with oxidizing agents, acids, lithium, bromine trifluoride. |
| Hazardous decomposition products   | May include and are not limited to: Chlorine, sodium oxides          |
| Possibility of hazardous reactions | Hazardous polymerization does not occur.                             |

## 11. Toxicological Information

### Component analysis - LC50

| Ingredient(s)   | LC50              |
|-----------------|-------------------|
| Sodium chloride | > 21000 mg/m3 rat |

### Component analysis - Oral LD50

| Ingredient(s)   | LD50           |
|-----------------|----------------|
| Sodium chloride | 3000 mg/kg rat |

### Effects of acute exposure

|                      |  |
|----------------------|--|
| Eye                  | May cause irritation.  |
| Skin                 | May cause irritation.  |
| Inhalation           | Dusts of this product may cause irritation of the nose, throat, and respiratory tract. |
| Ingestion            | May cause stomach distress, nausea or vomiting.  |
| Sensitization        | Not classified or listed by IARC, NTP, OSHA and ACGIH.                                 |
| Chronic effects      | Not classified or listed by IARC, NTP, OSHA and ACGIH.                                 |
| Carcinogenicity      | Not classified or listed by IARC, NTP, OSHA and ACGIH.                                 |
| Mutagenicity         | Not classified or listed by IARC, NTP, OSHA and ACGIH.                                 |
| Reproductive effects | Not classified or listed by IARC, NTP, OSHA and ACGIH.                                 |
| Teratogenicity       | Not classified or listed by IARC, NTP, OSHA and ACGIH.                                 |

## 12. Ecological Information

|                                |   |
|--------------------------------|---|
| Ecotoxicity                    | Maybe harmful to freshwater aquatic species and to plants that are not saline tolerant. |
| Environmental effects          | Not available   |
| Aquatic toxicity               | Not available   |
| Persistence / degradability    | Not available   |
| Bioaccumulation / accumulation | Not available   |

|                                 |               |
|---------------------------------|---------------|
| Partition coefficient           | Not available |
| Mobility in environmental media | Not available |
| Chemical fate information       | Not available |

### 13. Disposal Considerations

|                                       |   |
|---------------------------------------|---|
| Waste codes                           | Not available   |
| Disposal instructions                 | Waste must be disposed of in accordance with federal, state/provincial and local environmental control regulations. |
| Waste from residues / unused products | Not available   |
| Contaminated packaging                | Not available   |

### 14. Transport Information

|   |                                   |
|---|-----------------------------------|
| Department of Transportation (DOT)      | Not regulated as dangerous goods. |
| Transportation of Dangerous Goods (TDG) | Not regulated as dangerous goods. |

### 15. Regulatory Information

|   |   |                        |
|---|---|------------------------|
| Canadian federal regulations  | This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the MSDS contains all the information required by the Controlled Products Regulations.   |                        |
| US Federal regulations  | This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.<br>All components are on the U.S. EPA TSCA Inventory List.<br><br>CERCLA/SARA Hazardous Substances - Not applicable. |                        |
| Occupational Safety and Health Administration (OSHA)  | 29 CFR 1910.1200 hazardous chemical No  |                        |
| CERCLA (Superfund) reportable quantity  | None  |                        |
| Superfund Amendments and Reauthorization Act of 1986 (SARA)   | Hazard categories Immediate Hazard - No<br>Delayed Hazard - No<br>Fire Hazard - No<br>Pressure Hazard - No<br>Reactivity Hazard - No  |                        |
| Section 302 extremely hazardous substance   | No  |                        |
| Section 311 hazardous chemical  | No  |                        |
| Clean Air Act (CAA)   | Not available   |                        |
| Clean Water Act (CWA)   | Not available   |                        |
| Safe Drinking Water Act (SDWA)  | Not available   |                        |
| Drug Enforcement Agency (DEA)   | Not available   |                        |
| Food and Drug Administration (FDA)  | Not available   |                        |
| WHMIS status  | Not Controlled  |                        |
| State regulations   | This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.  |                        |
| Inventory name  | Inventory name  | On inventory (yes/no)* |
| Country(s) or region  |   |                        |
| Canada  | Domestic Substances List (DSL)  | Yes                    |
| Canada  | Non-Domestic Substances List (NDSL)   | No                     |
| United States & Puerto Rico   | Toxic Substances Control Act (TSCA) Inventory   | Yes                    |
| A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s) |   |                        |

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## 16. Other Information

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**Disclaimer**

Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

**Issue date**

09-Sep-2005

**Effective date**

01-Sep-2005

**Expiry date**

01-Sep-2008

**Prepared by**

Dell Tech Laboratories Ltd. (519) 858-5021



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

**REQUEST FOR BID**

**Bid No.: MM54 - SODIUM CHLORIDE (SALT) - Term and Supply**

**Date Bid Issued: April 29, 2008**

**Buyer Contact Name: Melinda Bobbitt, CPPB, Director**

**Phone Number: (573) 886-4391**

**Bid Closing:**

**Date: Tuesday, May 20, 2008**

**Time: 1:30 P.M.**

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing

601 East Walnut Street, Room 208

Columbia, MO 65201

\_\_\_\_\_

\_\_\_\_\_

**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**  
**INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING**

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return "No Bid Response Form" and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
  - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
  - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

8. Cooperative Member Agencies reserve 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 Vendor or Contractor must notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com), under Purchasing Department.**

  - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
  - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and is available for inspection at any time during regular working hours.
12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

  - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
  - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised 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 returned unopened to the offeror for resubmittal at the new date and time of bid closing.





## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

### GENERAL PROVISIONS

1. **BID RESPONSE:**  
The Cooperative is interested in doing business with your firm. In the event, you are unable to quote on this requirement, return of the "No Bid" Response Form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**  
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**  
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**  
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**  
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**  
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**  
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
  - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
  - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

9. **DISPUTES:**  
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**  
The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.
11. **TERMINATION FOR CONVENIENCE:**  
The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
12. **TERM & SUPPLY CONTRACT DEFINED:**  
A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the Request for Bid, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Bid. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
13. **FUND ALLOCATION:**  
Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.
14. **OFFICIALS NOT TO BENEFIT:**  
No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
15. **HAZARDOUS MATERIAL:**  
When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."
16. **DOMESTIC PRODUCTS:**  
Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. **RECYCLED PRODUCTS:**  
All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.
18. **EQUAL OPPORTUNITY:**  
Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
19. **AMERICANS WITH DISABILITIES ACT:**  
The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

**PRICES SHALL BE QUOTED FOB DESTINATION**

**SPECIFICATIONS**  
for  
**SODIUM CHLORIDE TERM AND SUPPLY**

1. The Mid-Missouri Public Purchasing Cooperative wishes to purchase sodium chloride in bulk which will be used for ice and snow removal purposes. Entities participating in this request include the County of Boone, the City of Columbia and the City of Centralia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders. The vendor shall provide the salt materials listed below, as needed, from June 1, 2008 through May 31, 2009.

2. All Bids submitted shall be FOB Destination. Materials shall be truck delivery to the following locations:  
Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO;  
Boone County North Facility, 5501 N. Oakland Rd, Columbia, MO;  
Boone County Facilities Maintenance, Johnson Building, 601 E. Walnut Street, Columbia, MO;  
City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, MO;  
City of Centralia Salt Storage Building, Ann Street, Centralia, MO 65240

3. The unit price shall include **ALL** delivery and unloading expenses. All delivered purchases will be in minimum loads of 1000 tons (+/- 100 tons) except for the City of Centralia (75 tons). The quantities listed are estimated quantities for the award period. The entities reserve the right to increase or decrease the quantities shown in order to meet its operating requirements.

Estimated annual quantities:

|                                      |            |
|--------------------------------------|------------|
| Boone County -                       | 3,000 tons |
| City of Columbia -<br>Public Works - | 1,000 tons |
| City of Centralia -                  | 75 tons    |

4. All Bulk salt should be received in free-flowing condition.

5. Sodium Chloride shall be furnished in bulk.

6. Sodium Chloride shall be obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other).

7. The material shall contain a minimum of 94.5% Sodium Chloride (NaCl) when tested in accordance with MSHD Method T32-1-74.

8. The graduation of Sodium Chloride, when tested by means of laboratory sieves, shall conform to the following requirements:

Bid #: MMS4

7

4/29/2008

| <u>Sieve Size</u> | <u>Percentage Passing (by weight)</u> |
|-------------------|---------------------------------------|
| 1/2"              | 100%                                  |
| 3/8"              | 95-100%                               |
| No. 4             | 15-50%                                |
| No. 8             | 5-20%                                 |
| No. 30            | 0-10%                                 |

9. Orders for Sodium Chloride shall arrive at the purchaser's delivery point in a free flowing and usable condition. The Delivery point will be an uncovered pad enclosed on three (3) sides, or in a building specifically constructed for salt storage.

10. Bidders must submit a firm price for the period June 1, 2008 through May 31, 2009. This contract is subject to renewal each year following the end of the first contract period, for two (2) additional one-year periods, based upon agreement by both parties as to pricing, delivery, etc.

11. This contract may also be cancelled by the County upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the entities. If the successful bidder, after being awarded the bid, cannot deliver or is unable to furnish Sodium Chloride for any reason, the Mid-Missouri Public Purchasing Cooperative reserves the right to purchase required quantities on the open market and charge the successful bidder for any difference in cost.

12. Please submit all pricing on attached Response Page. Should you have any questions regarding this bid document, please contact Melinda Bobbitt, CPPB, Director, Boone County Purchasing 601 E. Walnut, Room 208, Columbia, MO 65201. Phone: (573) 886-4391; Fax: (573) 886-4390; Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

# CERTIFIED COPY OF ORDER

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STATE OF MISSOURI }  
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 08

In the County Commission of said county, on the 10<sup>th</sup> day of June 20 08

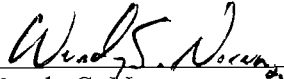
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to cover Re-Integration Court expenditures for May:

| Department | Account | Department Name    | Account Name     | Decrease | Increase    |
|------------|---------|--------------------|------------------|----------|-------------|
| 2830       | 71100   | Circuit Drug Court | Outside Services |          | \$16,000.00 |
| 2830       | 86300   | Circuit Drug Court | Testing          |          | \$2,500.00  |

Done this 10<sup>th</sup> day of June, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 08

In the County Commission of said county, on the 10<sup>th</sup> day of June 20 08

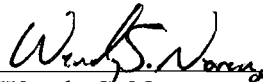
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for two Sentinel Command Post workstations:

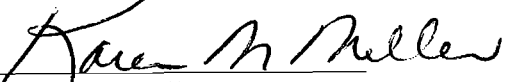
| Department | Account | Department Name | Account Name      | Decrease | Increase    |
|------------|---------|-----------------|-------------------|----------|-------------|
| 2020       | 91301   | E-911           | Computer Hardware |          | \$36,220.00 |

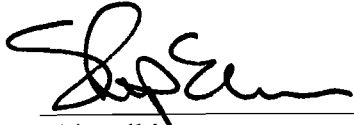
Done this 10<sup>th</sup> day of June, 2008.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 20 08

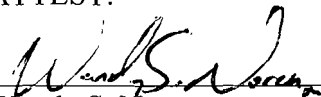
In the County Commission of said county, on the 10<sup>th</sup> day of June 20 08

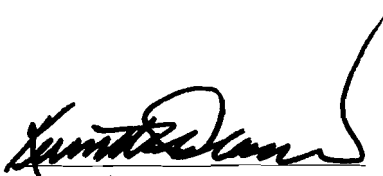
the following, among other proceedings, were had, viz:

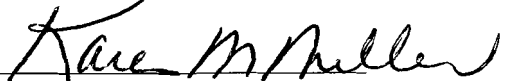
Now on this day the County Commission of the County of Boone does hereby appoint Michael Yoakum to the Mental Health Board of Trustees for an interim term beginning June 10, 2008, and ending January 31, 2009.

Done this 10<sup>th</sup> day of June, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



Ken Pearson, Presiding Commissioner  
Karen, M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

ff: ve: 6/10/08  
expires: 1/31/09  
(interim vacancy)

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Mental Health Board of Trustees Term: 5/28/2008

Current Township: Missouri Today's Date: 5/28/2008

Name: Michael Yoakum

Home Address: 4802 Thornbrook Ridge Zip Code: 65203

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: 573-356-6271  
Fax: \_\_\_\_\_ E-mail: rbridgeball@yahoo.com

Qualifications: Chair-City of Columbia Substance Abuse Advisory Commission

Past Community Service: Chair-City of Columbia Substance Abuse Advisory Commission (member since 2004), Rock Bridge High School, Student Council Vice President, Inter-club council President. (2005-2006) RBHS basketball team assistant coach present

References: Jim Scanlon-Head Coach-RBHS boys basketball-573-445-1344. Roger B. Wilson-573-474-2308

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

\_\_\_\_\_  
Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311