

136-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

April Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

1st

day of April

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract 41-30JUN19C - Natural Gas Transportation Service with Union Electric Company (Ameren) for transport gas.

Facilities Maintenance pays invoices for 6211 - Utilities - Courthouse, 48100 - Natural Gas and 6210 - Utilities - Government Center, 48100 - Natural Gas. The Sheriff Department pays invoices for 1251 - Sheriff, account 48100 - Natural Gas.

Done this 1st day of April 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: April 2, 2021
RE: Contract 41-30JUN19C - Natural Gas Transportation Service with Union Electric Company (Ameren)

Attached for signature is a contract with Union Electric Company (Ameren) for transport gas. Ameren natural gas customers in Missouri meeting the minimum threshold of 5,000 CCF natural gas usage are eligible to utilize "transport gas/deregulated gas". We have three buildings that qualify: Boone County Government Center, Boone County Jail, and Boone County Courthouse.

Facilities Maintenance pays invoices for 6211 - Utilities - Courthouse, 48100 - Natural Gas and 6210 - Utilities - Government Center, 48100 - Natural Gas. The Sheriff Department pays invoices for 1251 - Sheriff, account 48100 - Natural Gas.

cc: File

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

*11. Form of Natural Gas Transportation Agreement

** THIS AGREEMENT, made and entered into this 1st day of April, 2007, by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors or assigns, hereinafter referred to as "Company," and the Transportation Customer, Boone County, Missouri, a Missouri corporation with a facility in Columbia, Missouri, its successors or assigns, hereinafter referred to as "Customer,"

Political
Subdivision

WITNESSETH:

WHEREAS, Company owns and operates facilities for the distribution and sale of natural gas to Customer's premises; and

WHEREAS, Customer is entering into contracts for the purchase of natural gas for its own use from producers, marketers or from other suppliers and is arranging for the delivery of said gas to Company at one of its city gate stations; and

WHEREAS, Customer desires to contract with Company for the transportation of said gas through the distribution mains and pipes of Company to Customer's premises; and

WHEREAS, Company has agreed to the said request for transportation and Customer has agreed to transportation service from Company, subject to the terms and conditions of Company's Missouri Public Service Commission (Commission) approved Natural Gas Transportation Service tariffs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, both Company and Customer agree as follows:

ARTICLE I - SERVICE AND RATES

Company agrees to receive and transport for Customer's account quantities of natural gas up to a Maximum Daily Quantity (MDQ) of _____ Ccfs per day, plus a quantity of gas for Shrinkage or Line Losses as provided for in Article III below. Customer agrees to pay Company for all services provided under this Agreement at the applicable rate and other charges specified in Company's Commission approved Natural Gas Transportation Service tariffs, as the same may be revised from time to time.

*Indicates Reissue.
**Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri

Name of Officer

Title

Address

P.S.C. Mo. No. 2 1st Revised SHEET No. 16.5
 Cancelling P.S.C. Mo. No. 2 Original SHEET No. 16.5

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

*

ARTICLE II - TERMS AND CONDITIONS

This Agreement in all respects shall be and remain subject to the terms and conditions of Company's Commission approved tariffs, including without limitation its applicable rates, service classifications, riders and general rules and regulations, all of which are by this reference made a part hereof. This Agreement, including Company's Commission approved tariffs, shall be subject at all times to review, control, modification and regulation by the Commission in accordance with law.

Customer agrees that Company shall have the unilateral right to file with the Commission or any other appropriate regulatory authority and make changes effective in Company's Commission approved tariffs applicable to the service rendered hereunder. Company agrees that Customer may protest or contest such filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE III - LINE LOSSES

In addition to collection of the rates and charges provided for in Article I above, Company shall retain the applicable percentage provided pursuant to Company's Commission approved tariffs of the quantities received from Customer hereunder, for reimbursement in kind from Customer for shrinkage or line losses.

ARTICLE IV - TERM

** This Agreement shall be effective for one (1) year and shall be automatically renewed in increments of one (1) year. Termination of this agreement is subject to the Company's Commission approved tariffs.

Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by Company's Commission approved tariffs shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

ARTICLE V - DELIVERY POINTS

Customer will provide for delivery to Company of the volumes of natural gas to be transported at the city gate station on the distribution system of Company which serves Customer's premises, and Company shall deliver said volumes of gas to the outlet side of the Company meter at Customer's premises. In cases where Customer is served from a "Main Line Tap," the outlet of the city gate meter and Company delivery to Customer may be one and the same. Gas transported hereunder will be delivered to Company in the state of Missouri.

*Indicates Reissue.

**Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri
Name of Officer Title Address

P.S.C. Mo. No. 2 1st Revised SHEET No. 16.6
Cancelling P.S.C. Mo. No. 2 Original SHEET No. 16.6

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

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ARTICLE VI - BILLING

All matters relating to billing, including, but not limited to, late payment charges and termination of service for nonpayment, shall be governed by Company's Commission approved tariffs regarding transportation service and applicable sales service.

ARTICLE VII - VOLUME OF GAS AND MEASURING EQUIPMENT

The volume of gas delivered to Customer will be that measured by the Company's meter at Customer's premises. It is Customer's responsibility to purchase or otherwise have delivered to its upstream transporter(s) sufficient quantities of gas to provide for the delivery through Company's meter. For all transport gas passing through Company's meter, 1000 CF and 1 dekatherm shall be considered equal.

Company will not be a party to solving disputes which arise between Customer, its upstream transporter(s), producers, marketers, or others, or agents of any of the above parties. Customer will be responsible for providing Customer's upstream transporter(s), producers, marketers, or others, any notices which are required by their contract for gas and delivery service.

Company reserves the right to provide a billing based on estimated quantities of gas delivered to Customer if a breakdown or other difficulty with metering equipment should occur.

Company is not in any way responsible for quality or quantity of gas delivered by a producer, marketer or other supplier to Customer's upstream transporter(s), and makes no warranties of any kind, express or implied, in such regard.

ARTICLE VIII - QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION

The gas delivered by a producer or supplier to Company for transportation to Customer shall at all times be merchantable gas continuously conforming to the specifications applicable to gas delivered to Company by Customer's upstream transporter(s). Company shall have the right to refuse delivery of any gas not conforming to those specifications.

Delivery pressures to Customer shall be consistent with those presently provided for in Company's Commission approved tariffs. The maintenance of delivery pressure shall be subject to the demands of firm sales customers of Company being served at any particular time.

Company recognizes that the gas delivered to Customer will be commingled with other gas owned by Company. Therefore, to the extent gas delivered to Customer is not the same gas received by Company for transportation hereunder, the Company warrants that such gas will meet the Company's quality standards for gas sold to Customer under the Company's applicable Commission approved rate tariffs.

*Indicates Reissue.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. VOSS President & CEO St. Louis, Missouri
Name of Officer Title Address

P.S.C. Mo. No. 2 Original SHEET No. 16.7
Cancelling P.S.C. Mo. No. _____ SHEET No. _____

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

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ARTICLE IX - TITLE TO GAS

It is understood and agreed by the parties that in the performance of this Agreement, Company is engaged in a transportation service only and that ownership of the gas transported will at all times remain vested in Customer.

Customer hereby warrants its title to all gas delivered to Company hereunder and that such gas shall be free and clear from all liens, claims, and encumbrances whatsoever.

Company shall have no liability or responsibility for control of the gas to be transported until it is received by the Company from Customer's upstream transporter(s) at the point of interchange between the Company and Customer's upstream transporter(s). From such point, said gas shall be in the exclusive control of Company until redelivered to Customer's premises and Company shall be solely responsible for loss of (except as otherwise provided herein with respect to line losses or shrinkage), and damage caused by said gas.

ARTICLE X - LIABILITIES

Each party hereto assumes full responsibility and liability for its negligence in the operation of facilities owned by it or otherwise in connection with the purchase and/or transportation of gas. If gas service is discontinued by Customer's supplier for whatever reason, Customer agrees to waive with respect to Company any loss, claim, damage, or expense that Customer may incur by reason of such discontinuance.

ARTICLE XI - REPRESENTATIONS

Customer represents and warrants that if it uses natural gas primarily to heat a premise that provides temporary or permanent living quarters for individuals that: (i) it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet Customer's peak needs or (ii) it has adequate and usable alternative fuel facilities to meet Customer's energy needs. In connection with representation (i) above, Customer agrees to provide Company copies of all of its contract(s) for primary firm upstream transportation capacity. Customer agrees to permit Company to inspect Customer's premises to verify its compliance with representation (ii) above. These representations and warranties shall survive the execution and delivery of this Agreement and shall continue in force throughout the term of this Agreement.

*Indicates Reissue.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri
Name of Officer Title Address

P.S.C. Mo. No. 2 Original SHEET No. 16.8
Cancelling P.S.C. Mo. No. _____ SHEET No. _____

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

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ARTICLE XII - NOTICES

Any notice or notices given by either party under the terms of this Agreement shall be sent by certified mail to the following addresses:

** To Company: Union Electric Company
2001 Maguire blvd
Columbia mo
65203
Attn: Holly Wipfler
Customer Services-Advisor

Customer: Boone County, Missouri
Attn: Purchasing Dept.
613 E. Ash Street
Columbia, MO 65201

or to such other addresses as either party may from time to time designate in writing.

The parties agree to notify the other of the name and address of the person or persons authorized to act for the party in respect to the routine operating matters under this Agreement and routine operating requests, reports, billings, and other matters of a routine nature shall, upon such notification, be directed to the persons so designated.

IN WITNESS WHEREOF, the parties hereto, in consideration of the agreements contained herein, have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

UNION ELECTRIC COMPANY

CUSTOMER

By _____
Title: _____

By _____
Title: _____

see attached signature page

*Indicates Reissue.
**Indicates Change.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003
DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 1, 2007
ISSUED BY T. R. Voss President & CEO St. Louis, Missouri
Name of Officer Title Address

Boone County, Missouri has three locations:

Boone County Government Center (referred to as Commission on our account)

801 E. Walnut Street (service address is 125 N. 8th, Columbia, MO 65201)

Columbia, MO 65201

Account #: 8899603115

Boone County Jail

2121 E. County Drive

Columbia, MO 65202

Account #: 5230007813

Boone County Courthouse

701 E. Walnut Street

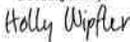
Columbia, MO 65201

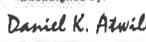
Account #: 5899603118

IN WITNESS WHEREOF, the parties hereto, in consideration of the agreements contained herein, have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

CONTRACTOR:
UNION ELECTRIC COMPANY

OWNER:
BOONE COUNTY, MISSOURI

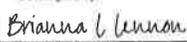
By: 
Holly L. Wipfler
Customer Service
Title: Advisor

By: 
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

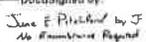
ATTEST:


Boone County Counselor


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 the contract do not create a measurable county obligation at this time.)

<u></u>	3/29/2021	Term & Supply
Signature	Date	Appropriation Account

137-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 1st day of April 20 21

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

Now on this day the Boone County Commission does receive and accept the following subdivision plat and authorizes the presiding commissioner to sign them:

Sycamore Hollow Plat 3. S17-T50N-R12W. A-2. Fredrick R. Hill and Susan I. Hill Revocable Trust, owner. Kevin M. Schweikert, surveyor.

Done this 1st day of April 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

138-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

21 Term. 20

County of Boone

In the County Commission of said county, on the

1st

day of April

20

21

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

Now on this day, the County Commission of the County of Boone does hereby present the following Proclamation:

PROCLAMATION RECOGNIZING APRIL 2021 AS CHILD ABUSE AWARENESS AND PREVENTION MONTH AND APRIL 2, 2021 AS CASA CHILD ADVOCATE DAY

- WHEREAS*, it is estimated that there are 37,000 residents of Boone County aged 18 and under; and
 - WHEREAS*, in 2020, over 1,800 of those Boone County children were the subject of child abuse and neglect hotline reports, and 138 cases of child abuse and neglect were substantiated by the Children's Division; and
 - WHEREAS*, incidents of child abuse and neglect can include physical, mental, sexual, and emotional attacks, assaults, and manipulation; and
 - WHEREAS*, adverse childhood experiences and trauma associated with child abuse can have long-lasting effects on a child's health, well-being, and success; and
 - WHEREAS*, survivors of child abuse need people in their lives who will consider their best interests; and
 - WHEREAS*, Court Appointed Special Advocates (CASA) are assigned by family court judges to champion the needs of child abuse victims; and
 - WHEREAS*, CASA volunteers are everyday people, with diverse backgrounds and professions, who go through specialized training to be a voice for children in the child welfare system; and
 - WHEREAS*, CASA volunteers serve as the court's eyes and ears in a child's life, helping to improve the quality of information presented to the court and child welfare systems; and
 - WHEREAS*, in 2020, CASA volunteers assisted 241 Boone County children in foster care; and
 - WHEREAS*, April 2021 is National Child Abuse Prevention and Awareness Month, an observance that reflects the purpose of CASA programs; and
 - WHEREAS*, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and
 - WHEREAS*, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment.
- THEREFORE*, the Boone County Commission does hereby proclaim the month of April 2021 to be Child Abuse Awareness and Prevention Month and Friday, April 2nd CASA Child

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

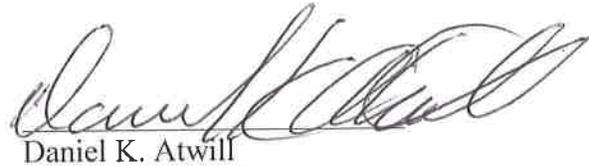
Advocate Day in Boone County, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.

IN TESTIMONY WHEREOF, this 1st day of April 2021.

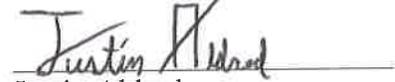
Done this 1st day of April 2021.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner