

572-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 13th day of December 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the disposal of a 2004 Doolittle Cargo Trailer, asset tag 14353 by sale at the Missouri Auto Auction.

Done this 13th day of December 2022.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4391
deagle@boonecountymo.org

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal – 2004 Doolittle Cargo Trailer, asset tag 14353
DATE: December 6, 2022

Attached for approval is a Request for Disposal Form for a Doolittle Utility Trailer, fixed asset tag 14353. The trailer will be sold at the Missouri Auto Auction.

	Asset #	Description	QTY.	Department	Condition of Asset
1	14353	2004 Doolittle Cargo Trailer 1DGCS12274MO58638	1	Sheriff	Fair, but rust, wood rot, water damage

cc: Jacob Flowers, Auditor's office
Surplus File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 09-08-2022

Fixed Asset Tag Number: 14353

Description of Asset: 2004 Doolittle cargo trailer (7'x12')

RECEIVED

OCT 08 2022

BOONE COUNTY
AUDITOR

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

Other Information (Serial number, etc.): VIN: 1DGCS12274MO58638

Condition of Asset: Fair (rust, water damage, wood rot and roof damage).

Reason for Disposition: Asset is not being utilized. Will not be replaced.

Location of Asset and Desired Date for Removal to Storage: Road & Bridge facility on Oakland Gravel Rd.

Was asset purchased with grant funding? YES NO

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

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

09-08-2022

Dept Number & Name: 1251 Sheriff Enforcement

Signature *David Alexander*

To be Completed by: AUDITOR

Original Acquisition Date 5/18/04

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount 4,936.33

Original Funding Source 1287

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 572-2022

Date Approved 12.13.2022

Signature *David K. Schulz*

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STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22


In the County Commission of said county, on the 13th day of December 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Boone County Contract C000522, Cooperative Contract 133/2022 for Directional Boring Services – Term & Supply with Sellenriek Energy, LLC - for the Boone County Joint Communications Office and the Boone County Office of Emergency Management.

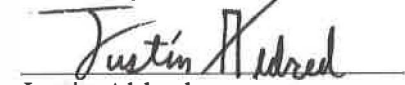
Done this 13th day of December 2022.

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

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: December 01, 2022
RE: Boone County Contract C000522, Cooperative Contract 133/2022 for Directional Boring Services – Term & Supply with Sellenriek Energy, LLC - for the Boone County Joint Communications Office and the Boone County Office of Emergency Management

Purchasing requests permission to use City of Columbia contract 133/2022 for Directional Boring Services with Sellenriek Energy, LLC of Jonesburg, Missouri. The County contract number assigned to this cooperative contract will be C000522. The contract has been established as a cooperative contract for the purchase of directional boring needed for projects such as installing communication and siren towers.

The contract period runs December 01, 2022 through October 02, 2023. There are four (4) one-year renewal options available.

This is considered a Term and Supply contract. Payments will reference this coding:

- 2704 – Boone County Joint Communication Radio Operations/71100 – Outside Services;
- 2702 – Emergency Management Operations/60200 – Equipment Repairs/Maintenance.

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
DIRECTIONAL BORING SERVICES - TERM AND SUPPLY**

THIS AGREEMENT, County Contract **C000522**, cooperative contract **133/2022**, dated the 13th day of December 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sellenriek Energy, LLC**, 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 a term and supply contract for the furnishing of **Directional Boring Services** in compliance with all proposal specifications and any addendum issued for the City of Columbia, Contract number **133/2022** as well as Boone County Standard Terms and Conditions, insurance requirements, and Missouri Annual Wage Order No. 28. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County's Standard Terms and Conditions, and the City of Columbia Contract number **133/2022** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **December 01, 2022 through October 02, 2023** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four **(4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **directional boring services**. **Directional boring services** will be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by County.

4. **Missouri Prevailing Wage** – The current Missouri Annual Prevailing Wage for Boone County Order Number 29 shall apply under the following terms for any work project conducted under the contract:

Applicability of Prevailing Wage –

- a. If the quote received for this project for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply.
- b. If the quote received for the project for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.

- c. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

5. **Billing and Payment** - All billing shall be invoiced to the using Boone County Department/Office. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services 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 correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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 calendar days advance written notice for any of the following reasons or under any of the following circumstances:

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

SELENRIEK ENERGY, LLC

by DocuSigned by:
Steve Sellenriek
7F46640188A442C...
title President

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
7D71DEAEB9D74DD...

County Counselor

ATTEST:

DocuSigned by:
Brianne L. Wilson
D267E242BFB946C...

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.)

2704/71100; 2702/60200 - Term and Supply

DocuSigned by:
Jane E Pritchard by J
8C24BD84EE7A483...

12/1/2022

Signature

Date

Appropriation Account

574-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 13th day of December 20 22

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


Now on this day, the County Commission of the County of Boone does hereby approve Sourcewell cooperative agreement 022719-MBS with Marco Technologies, LLC for Telecom Phone Systems, Mass Notification, & Cellular Solutions for Mitel Business Systems, Inc. Products. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.
Done this 13th day of December 2022.

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

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: October 24, 2022
RE: Sourcewell Cooperative Contract: 022719-MBS (FE Contract # C000505)
– *Telecom Phone Systems, Mass Notification, & Cellular Solutions for Mitel Business Systems, Inc. Products.* A Sourcewell Cooperative contract that will be used by the Information Technology department.

Information Technology requests permission to utilize the Sourcewell cooperative contract 022719-MBS (FE contract # C000505) to purchase Telecom Phone Systems, Mass Notification, & Cellular Solutions for Mitel Business Systems, Inc. Products.

This is a Term and Supply contract for the period November 1, 2022 through April 11, 2023.

cc: Contract File
Greg Edington, Road & Bridge

**PURCHASE AGREEMENT
FOR
Telecom Phone Systems, Mass Notification, & Cellular Solutions for Mitel
Business Systems, Inc. Products
Term and Supply**

THIS AGREEMENT, County contract # C000505, dated the 13th day of December 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Marco Technologies, LLC** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for **Marco Technologies, LLC** to act as the reseller and servicing provider of the Mitel Business Systems, Inc. Sourcewell contract **022719-MBS**. Contract Agreement shall consist of this Purchase Agreement, Sourcewell cooperative contract **022719-MBS**, any addendums issued, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions, and the Sourcewell Contract **022719-MBS** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **November 1, 2022 and extend through April 11, 2023** subject to the provisions for termination specified below. This contract may be extended or renewed if the Sourcewell cooperative contract is extended or renewed.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Telecom Phone Systems, Mass Notification, & Cellular Solutions for Mitel Business Systems, Inc. products. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices and discount structure set forth in the Sourcewell cooperative contract, as needed and as ordered by County.

Unified Communications (UC) – 40% Discount

Unified Communications as a Service (UCaaS) – 20% Discount

Unified Communications as a Service (UCaaS):

Partner Built/Partner Delivered, Powered by Mitel – 20% Discount

Services – 15% Discount

(Excluding P/N's 53002196 & 53002197 which are Non-Discountable)

ND, MPP – 0% Discount (Non-Discountable)

Note: Based on product ordered, a Mitel configuration may contain elements from more than one of the Discount Categories that have been presented above.

Vendor shall provide a contract compliant quote to County with Sourcewell contract number. In accordance with the contract, either the County or Vendor Partner can issue a PO to Mitel's Government Order Desk (USGovernmentSales@Mitel.com). All orders must reference the Mitel Sourcewell contract number.

5. Delivery - Vendor agrees to deliver as set forth in the Sourcewell contract. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Shipping is only charged for overnight delivery.

6. Billing and Payment - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices/discount structure listed in the Sourcewell contract. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. 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.

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.

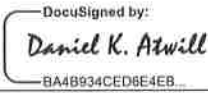
MARCO TECHNOLOGIES, LLC

BOONE COUNTY, MISSOURI

by 

by: Boone County Commission

title Director


Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

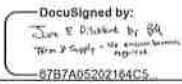




CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

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



10/25/2022

Information Technology Term and Supply

Signature

Date

Appropriation Account

575-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 13th day of December 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Corrective Special Warranty Deed relating to the transfer of the CMEC/Boone County Fairgrounds property to the City of Columbia pursuant to a real estate contract approved in Commission Order 142-2020. The Presiding Commissioner is authorized to execute the Special Warranty Deed on behalf of Boone County and the County Counselor is authorized to deliver said Deed to the City of Columbia.

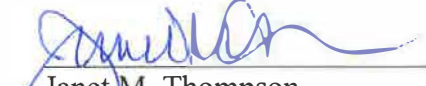
Done this 13th day of December 2022.

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

**CORRECTIVE
SPECIAL WARRANTY DEED**

THIS INDENTURE, made on this 13th day of December, 2025, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission, herein **GRANTOR**, and **City of Columbia, Missouri**, a municipal corporation, herein **GRANTEE**. Grantee's mailing address: City of Columbia, 701 E Broadway, PO Box 6015, Columbia, MO 65205, is to amend and correct the prior deed dated May 21, 2020 and recorded at Book 5205, Page 69 of the Boone County Records.

WHEREAS, after execution and delivery of the prior deed at Book 5205, Page 69 of the Boone County Records, it was determined there was an error in the survey recorded January 30, 2018 in Book 4852, Page 155 Boone County Records and that survey was referenced in the legal description of the prior deed. A corrected survey has now been recorded at Book 5687, Page 103 of the Boone County Records, and an affidavit of the surveyor conducting that survey is recorded at Book 5694, Page 25 of the Boone County Records; and

WHEREAS, the parties desire to correct the legal description to reflect the correction of the referenced survey and therefor Grantor executes and delivers this Corrective Warranty Deed.

WITNESSETH, GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to it by GRANTEE, the receipt of which is hereby acknowledged, does by these presents SELL and CONVEY unto GRANTEE and its successors and assigns the following described lots, tracts, or parcels of land lying, being, and situated in Boone County, Missouri, for so long as the property is used for public recreation and entertainment purposes and including staff offices for the City Parks and Recreation Department employees and personnel, Convention and Visitors Bureau offices, facility maintenance equipment and recreational and tourism related activities, promotion and projects and all similar type activities necessary to carry out and further these purposes, and if said property is no longer used for public recreation purposes the estate shall cease and determine and the property shall revert to the Grantor, to wit:

Tract 1 as shown in a survey recorded at Book 5687, Page 103, Boone County records.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto GRANTEE and unto its successors and assigns forever for so long as the property is used for public recreation purposes, GRANTOR hereby covenanting that:

1. the premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and

2. that it will warrant and defend the title to the premises unto GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

It is the intent of this Deed to create a fee simple determinable interest in the City of Columbia for use of the property for public recreation purposes.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed the day and year above written.

[SIGNATURES ON FOLLOWING PAGE]

BOONE COUNTY, MISSOURI

By:



DANIEL K. ATWILL
Presiding Commissioner

ATTEST:

By:



BRIANNA L. LENNON
County Clerk


STATE OF MISSOURI

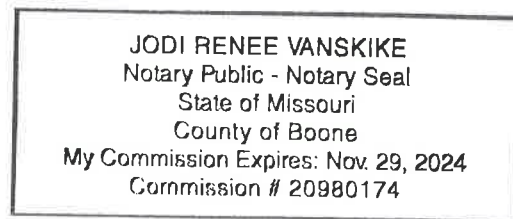
)
)ss
)

COUNTY OF BOONE

On this 13th day of December, 2020, before me, a Notary Public in and for said state, personally appeared Daniel K. Atwill, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as Presiding Commissioner of the County of Boone, State of Missouri, as an authorized signatory of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.


Notary Public



STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 13th day of December, 2023, before me, a Notary Public in and for said state, personally appeared Brianna L. Lennon, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that she executed the same as County Clerk of the County of Boone, State of Missouri, as authorized by official action of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

JODI RENEE VANSKIKE
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: Nov. 29, 2024
Commission # 20980174

Jodi Renee Vanskike
Notary Public