

RESOLUTION NO 2025 - 08
DECLARING CERTAIN DISTRICT PROPERTY SURPLUS AND AUTHORIZING
EXECUTION OF AGREEMENT FOR DISPOSITION OF CERTAIN SURPLUS
PROPERTY

WHEREAS, the Boone County Regional Sewer District (the “District”), is a public sewer district organized and existing under the constitution and laws of the State of Missouri, including specifically Chapter 204 of the Revised Statutes of Missouri;

WHEREAS, the District is authorized to own and dispose of property under Missouri law;

WHEREAS, the District owns and possesses certain property more specifically described on Exhibit A hereto (the “Property”);

WHEREAS, the Property is no longer suitable for its intended governmental purposes or any other District use;

WHEREAS, the Board has determined that the Property is surplus property;

WHEREAS, the Board desires to dispose of the Property by the method reasonably believed to result in the highest reasonably possible price; and

WHEREAS, the District has determined that auctioning the Property to the public through the Purple Wave auction website is likely to result in the highest reasonably possible price.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BOONE COUNTY REGIONAL SEWER DISTRICT, AS FOLLOWS:

1. The Property as further described in Exhibit A is hereby declared surplus property.
2. The District is authorized to offer the Property for sale to the public by placing it for auction on the website purplewave.com.
3. The form, terms, and provisions of the Internet Auction Agreement by and between the District and Purple Wave, Inc. related to the Property in substantially the same form as attached hereto as Exhibit B (the “Agreement”), are hereby approved, and all the terms, provisions and conditions of the Agreement are incorporated herein by reference as if set out in this Resolution, and such Agreement shall constitute a valid and binding obligation of the District once executed as authorized by this Resolution.
4. The District’s Manager of Finance and Human Resources Wendy Wieggers is hereby authorized to execute the Agreement and any other related documents requiring execution and such person is hereby authorized to take any and all such action and execute such other documents as may be required to carry out and/or give effect to the transaction contemplated by the Agreement with regards to the Property.
5. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally blank]

PASSED by the Board of Trustees of the Boone County Regional Sewer District, the
_____ day of _____, 2025.

(SEAL) _____
Chairman of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

EXHIBIT A

THE PROPERTY

1. 2005 Starlite 8.6-23 Dovetapi (18.5'x8') Flatbed Trailer – Serail No: 13YFS23265C095424
2. 2016 Ford F-150 4WD Regular Cab – VIN No: 1FTMF1EF9GKD82563
3. 2014 Ford F-150 4WD Regular Cab – VIN No: 1FTMF1EM7EKD69628
4. 2011 Ford F-550 4WD Diesel – VIN No: 1FDUF5HT5BEC25754
5. 1993 Ford New Holland Tractor Model DZ454C – Unit 3L25B – Serial No: BD64576
6. 2008 Chevy Colorado 4WD – VIN No: 1GCDT19E988204094
7. 2006 Generac Portable Generator Customer Order No. 6577250100 – Serial No: 2089151

EXHIBIT B

FORM OF AGREEMENT

INTERNET AUCTION AGREEMENT



purplewave.com
Straight. Simple. Sold.®

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. 825 Levee Dr., Manhattan, KS 66502, 866-608-9283 ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1, online account, or any Property list, as set forth below:

ANTICIPATED AUCTION DATE(S): TBD TITLE: TBD

SELLER INFORMATION: Customer Number: 332537 Segment: Government

Seller Legal Name: Boone County Regional Sewer District Company Name: Boone County Regional Sewer District

Seller Address: 1314 N. 7th Street City: Columbia State: MO Zip: 65201

Phone: 573-443-2774 Email: jhorton@bcrsd.com

Representative Name: Jason Horton Title: Operations Supervisor

SETTLEMENT: The Auctioneer will distribute auction proceeds to Seller within 15 business days of auction or receipt of all title or ownership documents, whichever is later. The Auctioneer will deduct its fees directly from the auction proceeds prior to settlement. All settlements are subject to the Auctioneer's ability to collect auction proceeds from buyers and subject to lawful encumbrances, withholding orders, or security interests. In the event of a dispute about Property ownership, claims affecting the property, or settlement, the Seller authorizes the auctioneer to hold money in escrow pending the resolution of any such claim.

SELLER FEES: Seller shall pay a listing fee of \$100 per lot, if applicable, Seller will also pay a service fee(s) of 0 %

Of the winning bid(s). Other: Listing Fee Waived

Internal
Use Only

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OWNERSHIP: - Does the Seller own all of the Property to be sold at Auction? ☒ Yes ☐ No

If No, please provide documentation with the Seller's legal authority to sell the Property: _____

- Is a separate parent or subsidiary legal entity involved? Yes ☐ No ☒

If Yes, Please identify the name of the related entity: _____

- Does the Seller owe any money on the Property? Yes ☐ No ☒

- Is the Property pledged as collateral or securing a debt or line of credit? Yes ☐ No ☒

IF MONEY IS OWED OR IF THE PROPERTY IS PLEDGED AS COLLATERAL, PLEASE IDENTIFY ALL LENDERS OR FINANCIAL INSTITUTIONS:

Lending Institution: N/A Contact: N/A Phone: N/A

Lending Institution: N/A Contact: N/A Phone: N/A

OTHER CLAIMS AGAINST PROPERTY: Seller represents and warrants it has listed all encumbrances and security interests affecting the Property, Seller, or owner (if different). Seller hereby provides Seller's written consent for Auctioneer to work directly with any financial institution, government agency, encumbering party, or otherwise to clear or manage any security interest or lien affecting the Property or Property transferability. Seller authorizes Auctioneer to perform, at its discretion, title, lien, or UCC searches related to the sale of Property. Seller's authorization for Auctioneer to check security interests in no way relieves the Seller of the duty to accurately disclose security interests or encumbrances affecting the Property or Property owner. Seller represents and warrants that Seller owns and has the authority to sell the Property without consent of any third party and without condition except as noted above. Unless otherwise agreed, Seller will ensure Property is, or will be, free and clear of encumbrances or liens before the conclusion of the Auction. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property in the event a third party claims to have any interest in the Property. To the extent a government agency cannot agree to indemnification by law, this indemnification duty shall not apply.

PROCEEDINGS AFFECTING PROPERTY: Does the Seller have a recent, current, or pending bankruptcy, lawsuit, tax lien, SBA Covid-19 EIDL loan, or any other circumstance that could result in another party making a claim against the Property or the auction proceeds. Yes ☐ No ☒

SIGNATURES: The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying exhibits or documents referred to in this Agreement, if any, is the entire agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. Seller's representative below has authority to commit the Seller contractually and agrees to the Agreement including the Terms & Conditions on the following page.

Seller: Wendy Wiegers / Acting Management Coordinator /
Signature Printed Title Date

Auctioneer: Jeff Wilson / / /
Signature Printed Title Date

TERMS AND CONDITIONS

EXCLUSIVE LISTING AND HOSTING. As agreed upon, the Seller shall host inspections, answer bidder questions about the Property, and coordinate the release of Property directly with the buyer. As of the effective date of this Agreement, the Seller shall cease all use of the Property to be sold at auction unless otherwise communicated to Auctioneer in writing. Seller shall withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. The Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction. The Auctioneer shall refuse consent to withdraw Property at auction if doing such would be in violation of any rule, regulation, or industry standard. If Seller withdraws Property without the Auctioneer's consent, the Seller agrees to pay Auctioneer liquidated damages of 50% of the estimated sale price plus the buyer's premium of 10% on the estimated sale price. To the extent allowed by law, the Auctioneer shall be entitled to reasonable attorney fees for collection costs associated with the Seller's failure to sell or release the Property to the highest bidder as set forth in this Agreement. The Parties acknowledge that the liquidated damages are reasonable and account for reputational damages to Auctioneer.

USE OF THE WEBSITE. The Property will be sold in an Internet-only auction on the Auctioneer's website at www.purplewave.com. The Auctioneer, in its sole and absolute discretion, will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer immediately. The Seller agrees Auctioneer may post the Auction results and listings on Auctioneer's affiliates and syndicates' website both before and after the auction.

TITLES. Seller authorizes the Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction, including bills of sale, titles, or requests for duplicate titles. If required, the Seller shall execute any additional powers of attorney as may be required to transfer lawful title to any buyer.

RIGHT TO POSTPONE. In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

PROPERTY CONDITION. The Property will be represented and sold in its "AS IS, WHERE IS" condition, without warranties of any kind by Seller or Auctioneer. Notwithstanding, Seller agrees to accurately disclose all Property information and condition disclosures and represents that Property is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. The Seller agrees to pay for all costs and fines for any violation of applicable emission laws, ordinances, or regulations. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the Property except in situations where Auctioneer, or its agents, are at fault. Seller shall otherwise assume full responsibility for such Property losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder or the Property is deemed abandoned by the buyer pursuant to Auctioneer's buyer terms and conditions.

UNRESERVED AUCTION. The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun, and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although the Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. The Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer. For Illinois Auctions, unless otherwise agreed upon, the Auctioneer shall pay auction advertising costs. If applicable, the Auctioneer shall pay actual advertising costs exceeding 120% of the estimated costs, unless otherwise agreed in writing. Illinois Auction Firm License # 444.000465.

SHILL BIDDING PROHIBITED. It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is declared the winning bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Commission and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

COLLECTIONS. Auctioneer will use reasonable efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. The Auctioneer will collect and remit sales taxes in accordance with state and local regulations. The Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the auction proceeds. In the event of a default, the Auctioneer shall be authorized to relist the Property for the Seller on the same terms as contained herein unless the Seller objects to the relist as soon as practicable after the default.

COMPENSATION. Seller agrees to pay Auctioneer the Seller fee previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer shall collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS. After collecting payment for the Property, the Auctioneer will notify the Seller. After receiving notice of proof of payment, the Seller shall coordinate and release the Property to the winning bidder. The Seller shall notify Auctioneer if there are removal issues, or the buyer has not removed the Property by the removal deadline. If Seller fails to release the Property, the Seller agrees to pay Auctioneer liquidated damages of 50% of the Property's sale price. To the extent allowed by law, the Auctioneer shall be entitled to reasonable attorney fees for the Seller's failure to release the Property. The Parties acknowledge that the liquidated damages are reasonable and account for reputational damages to Auctioneer. In the event the Seller fails to release Property, the Parties agree that the Auctioneer may seek equitable or legal relief at the Seller or Auctioneer's location. The Parties agree to waive any bond requirement for any type of action related to securing the release of the Property.

LIMITATION OF LIABILITY FOR PROPERTY LOSSES OR DAMAGES. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON CLAIMED BY THE OTHER PARTY, INCLUDING WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT, WHETHER THIS LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF THESE DAMAGES. AUCTIONEER'S LIABILITY FOR DAMAGE TO PROPERTY IS LIMITED TO THE LESSER OF (I) THE ACTUAL COST TO REPAIR THE DAMAGE CAUSED BY THE NEGLIGENCE OF AUCTIONEER; OR (II) THE ORDERLY LIQUIDATION FAIR MARKET VALUE OF THE PROPERTY CAUSED BY THE NEGLIGENCE OF AUCTIONEER. IN NO EVENT WILL AUCTIONEER BE LIABLE FOR ANY DAMAGE TO PROPERTY DUE TO A WEATHER EVENT OR OTHER AN ACT OF GOD.

JURISDICTION. Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions, nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.



EXHIBIT 1 PROPERTY LIST

Seller: Boone County Regional Sewer District Customer Number: 332537

This Exhibit 1 established the assets that will be auctioned under the terms and conditions of the attached Auction Agreement and includes by reference any other assets the Seller makes available to the Auctioneer for sale, included on any subsequent or updated Property List, and posted for bidding on the purplewave.com website.

Description of asset(s)	Additions
Example: Cat D8R dozer	Example: Cat D8R dozer
See Attached Equipment List	

☒ You will provide a separate list of assets to be consigned as Exhibit 1.

Seller Signature: _____ Date: _____

BOONE COUNTY REGIONAL SEWER DISTRICT EQUIPMENT LIST

1. 2005 Starlite 8.6-23 Dovetapi (18.5'x8') Flatbed Trailer – Serial No: 13YFS23265C095424
2. 2016 Ford F-150 4WD Regular Cab – VIN No: 1FTMF1EF9GKD82563
3. 2014 Ford F-150 4WD Regular Cab – VIN No: 1FTMF1EM7EKD69628
4. 2011 Ford F-550 4WD Diesel – VIN No: 1FDUF5HT5BEC25754
5. 1993 Ford New Holland Tractor Model DZ454C – Unit 3L25B – Serial No: BD64576
6. 2008 Chevy Colorado 4WD – VIN No: 1GCDT19E988204094
7. 2006 Generac Portable Generator Customer Order No. 6577250100 – Serial No: 2089151