

264-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term 20

In the County Commission of said county, on the 21st day of June 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 recommendation by the Job Classification Committee to create a new classification of Dispatch Certification Instructor (class code 409250) on pay range 32.

Done this 21st day of June 2022.

ATTEST:

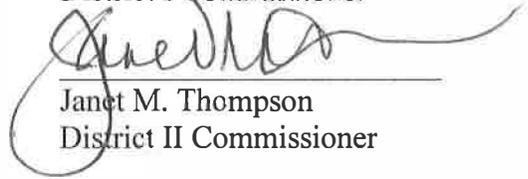

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner


Justin Aldred

District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Human Resources

Jenna Redel
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

June 17, 2022

Recommendations from the Job Classification Committee

The Job Classification Committee met on June 15, 2022 and reviewed a request from Boone County Joint Communications to create a new classification of (409250) Dispatch Certification Instructor on pay range 32. The position will replace one of the part-time non benefitted ETC trainee positions.

The Job Classification Committee now presents the following recommendations:

Create a new classification of Dispatch Certification Instructor (class code 409250) on Range 32.

The job description for the relevant position is attached hereto.



BOONE COUNTY JOB DESCRIPTION

JOB TITLE: Dispatch Certification Instructor **NEW:** X **REVISED:**
(Please check one)

REPORTS TO: Operations Manager **FLSA:** Non-Exempt **DATE:** 06/22

DEPARTMENT: Boone County Joint **JOB CODE:** 101
Communications

SUMMARY:

Work is performed under the general supervision of the Operations Manager. This part-time non-benefitted position teaches Emergency Dispatch certification classes for Boone County Joint Communications staff.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is **not** a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

Coordinates and develops trainings and certifications in Emergency Dispatch for approximately 60 employees, following the relevant IAED course syllabus. Performs related duties for probationary Emergency Telecommunicators as they become certified in each Emergency Dispatch specialty.

Assists with International Academies of Emergency Dispatch (IAED) accreditation for new Boone County Joint Communications Emergency Telecommunicators. Assists in the development of directives, procedures, and goals related to IAED certification. Organizes and facilitates program activities, program evaluation, and quality assurance elements related to Emergency Dispatch programs.

Performs all other duties as assigned.

KNOWLEDGE & SKILLS

1. Basic knowledge of standard office practices, record keeping, office equipment, and computer software.
2. Basic knowledge of County departments and operations.
3. Basic knowledge of Boone County policies and procedures.
4. Advanced knowledge of IAED Dispatch training standards, procedures, and requirements.
5. Skill in educating and training.

6. Skill in the use of a personal computer.
7. Skill in establishing and maintaining cooperative working relations with other Boone County employees and the public.
8. Skill in public speaking.

PHYSICAL DEMANDS:

The majority of work is performed in a professional office setting and is generally sedentary. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the phone.

Position requires CONTINUOUS sitting, upward and downward flexion of neck; fine finger dexterity and light to moderate finger pressure to manipulate keyboard, equipment controls, and other office equipment; pinch grasp to manipulate writing utensils. FREQUENT side-to-side turning of neck, walking, standing, bending and stooping, pushing/pulling, twisting at waist, moderate wrist torque to twist equipment knobs and dials; lifting objects weighing up to 25 lbs. and transporting distances up to 50 yards. OCCASSIONAL squatting, kneeling, reaching above and at shoulder height, moderate grasping to manipulate objects.

WORK ENVIRONMENT:

This job operates in a professional office environment. Department issued uniform required. This position routinely uses office equipment such as computers, calculators, multi-line telephones, photocopiers, large format printers and scanners, binding machines, hand-held recording devices, filing cabinets, and fax machines. This position is routinely in contact with the public, other Boone County employees, elected officials, and members of other entities.

QUALIFICATIONS:

IAED Emergency Dispatch Instructor Certification including all prerequisites for that certification.

PREFERRED QUALIFICATIONS:

Public safety dispatching; call-taking; and emergency medical, fire and/or police dispatch experience, knowledge and familiarity are highly desirable. Any equivalent combination of education and experience that provides the applicant with the knowledge, skills, and ability required to successfully perform the job will be considered.

NOTE: A criminal background check including a national fingerprint check through law enforcement agencies and a drug test will be conducted on all successful applicants prior to their being appointed to this position.

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term 20

In the County Commission of said county, on the 21st day of June 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 request to reclassify Position 974 from Emergency Telecommunicator Trainee (ETC) to Dispatch Certification Instructor.

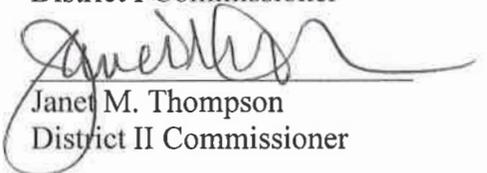
Done this 21st day of June 2022.



Daniel K. Atwill
Presiding Commissioner

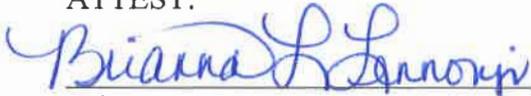


Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term 20

County of Boone

} ea.

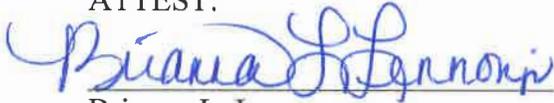
In the County Commission of said county, on the 21st day of June 20 22

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

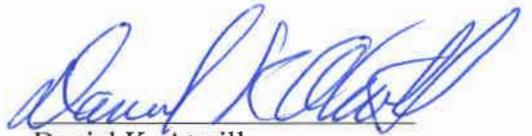
Now on this day, the County Commission of the County of Boone does hereby amend the fiscal year 2022 operating budget and establish the appropriations necessary to implement a retention incentive having an estimated total budgetary cost shown in the attached document. Eligibility rules for the retention incentive were established by Human Resources & Risk Management in consultation with the Auditor's Office and the Boone County Commission. The County Commission of the County of Boone hereby authorizes the Boone County Budget Officer to allocate the budget amendment total for each fund to the appropriate departmental accounts within each fund and to adjust the cost allocation between funds as needed to properly reflect split-funded positions.

Done this 21st day of June 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

Fund	Incentive	FICA	CERF	WC	Disability	Total
100	\$ 422,850.00	\$ 32,348.03	\$ 8,457.00	\$ 5,074.20	\$ 1,691.40	\$ 470,420.63
201	\$ 22,000.00	\$ 1,683.00	\$ 440.00	\$ 264.00	\$ 88.00	\$ 24,475.00
204	\$ 99,500.00	\$ 7,611.75	\$ 1,990.00	\$ 4,179.00	\$ 398.00	\$ 113,678.75
213	\$ 2,000.00	\$ 153.00	\$ 40.00	\$ 24.00	\$ 8.00	\$ 2,225.00
216	\$ 2,000.00	\$ 153.00	\$ 40.00	\$ 24.00	\$ 8.00	\$ 2,225.00
252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
261	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
270	\$ 82,750.00	\$ 6,330.38	\$ 1,655.00	\$ 579.25	\$ 331.00	\$ 91,645.63
270	\$ 11,500.00	\$ 879.75	\$ 230.00	\$ 138.00	\$ 46.00	\$ 12,793.75
283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
290	\$ 37,000.00	\$ 2,830.50	\$ 740.00	\$ 925.00	\$ 148.00	\$ 41,643.50
610	\$ 36,000.00	\$ 2,754.00	\$ 720.00	\$ 900.00	\$ 144.00	\$ 40,518.00
Grand Total	\$ 715,600.00	\$ 54,743.40	\$ 14,312.00	\$ 12,107.45	\$ 2,862.40	\$ 799,625.25

Combined

(Draft) Proposed Retention Incentive 2022

- Benefitted Boone County employees hired prior to 3/20/2020 and continuously employed by the County in a benefitted position through 12/1/2022 will receive a \$2,000 retention incentive on their 12/9/2022 paycheck.
- Benefitted employees hired between 3/21/2020, and the date the Commission Order authorizing the incentive is signed by Commission, who are continuously employed by the County in a benefitted position through 12/1/2022 will receive a \$1,000 retention incentive on their 12/9/2022 paycheck.
- Benefitted part-time employees are eligible for a proportional amount of the full incentive, based on the proportional amount of their budgeted hours to 2080. (ex: hired before 3/20/2020 and budgeted for 1560 hours= \$1,500 incentive)
- Non-benefitted employees and employees hired after the Commission Order is signed are not eligible for the incentive.
- Elected officials are not eligible for the incentive.
- Employees who separate from a benefitted County position prior to 12/1/2022, will not be eligible for the incentive.
- The incentive will not be added to base salary but is a one-time incentive payment.
- The incentive will be taxed as income.
- The incentive will be subject to CERF deductions.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Ter~~22~~ 20

In the County Commission of said county, on the 21st day of June 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 request to transfer above authorized transfer salary for position 991, Deputy Director of Information Technology, and does hereby authorize an appropriation of \$105,945.22 for the annual salary of said position.

Done this 21st day of June 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

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)

BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Julia Lutz Department Information Technology Department - 1170

Position Title Deputy Director of Information Technology Position No. 991

Proposed Starting Salary (complete one only) Annual: \$105,945.22 % of Mid-Point 114
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Julia started with the county in IT on 3/26/2001 (21 years of service). Julia has worked hard to gain experience and respect of her customers and peers. She has 13 years in application development and business process analysis with all county offices. She also has 8 years directly managing staff, projects and customer relationships as a Manager in the IT Department. Julia holds an Associates Degree in Computer Technology and received formal training in ITIL Foundation of Service Management. Julia has an in depth knowledge of county business and understands the operational details of offices county wide.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: _____

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? Julia's current salary is @ 116 % of Mid-Point. Taking into account 20 plus years of service and positive work performance over her career, the salary is inline with others in IT Management positions. I do not believe this will have an effect on other salary relationships in our office.

Additional comments: This request represents a 8% increase from the employee's current salary.

Administrative Authority's Signature: [Signature] Date: 06/07/2022

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: Bradley McNear Date: 06/13/2022

Human Resource Director's Recommendations: Recommend to hire at requested amount.
 Human Resource Director's Signature: Angela Wehmeyer Date: 06/13/2022
On behalf of HR Director Jenna Riedel

County Commission Approve Deny
 Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 6/21/22
 District I Commissioner's Signature: [Signature] Date: 6/21/22
 District II Commissioner's Signature: [Signature] Date: 6/21/2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term 2020

In the County Commission of said county, on the 21st day of June 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 request to hire above flexible hiring limit for Position 974, Dispatch Certification Instructor, Joint Communications, and does hereby authorize an appropriation of \$25.00 an hour.

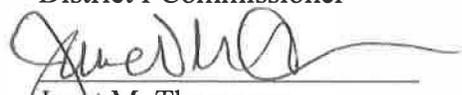
Done this 21st day of June 2022.



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Jeffrey Heidenreich Department Joint Communications

Position Title Dispatch Certification Trainer Position No. 974

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: \$25.00 % of Mid-Point 109%

No. of employees in this job classification within your Department? 0

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Capt. Heidenreich is with Columbia Fire Department and has the requisite experience in fire service to meet IAED requirements for Emergency Fire Dispatch (EFD) Instructor Certification

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

NA

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

none expected

Additional comments:

Administrative Authority's Signature: [Signature] Date: 6/15/22

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: F for June Pitchford Date: 6/16/22

Human Resource Director's Recommendations:

I understand he'll only be working while he teaches the certification course and the wage is appropriate for that instructor work.

Human Resource Director's Signature: [Signature] Date: 6/17/22

County Commission Approve Deny
 Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 6/21/22

District I Commissioner's Signature: [Signature] Date: 6/21/22

District II Commissioner's Signature: [Signature] Date: 6/21/2022

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Te~~te~~ 20

County of Boone

In the County Commission of said county, on the 21st day of June 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 Memorandum of Understanding concerning a donation for a Community Remembrance Project.

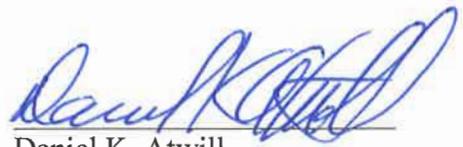
The terms of the agreement are set out in the attached and the Presiding Commissioner is authorized to sign said agreement.

Done this 21st day of June 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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this 21st day of June, 2022, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, (herein County), and **Bradford Boyd-Kennedy** on behalf of the **Community Remembrance Project of Boone County** (herein Donor).

WHEREAS, Donor wishes to donate the materials and installation labor for a Boone County Community Remembrance Project display; and

WHEREAS, County has located an appropriate space inside the Boone County Government Center for said installation; and

WHEREAS, the installation will serve as a reminder of terrible injustices in Boone County's past in the form of the lynchings of George Bush and James Scott in an effort to educate the public and ensure said travesties of justice never again occur within Boone County; and

WHEREAS, Donor has secured the services of Mark Hall Cabinetry to fabricate and install a small box birch cabinet unit in the vestibule of the Boone County Government Center to contain the Community Remembrance display; and

WHEREAS, Mark Hall Cabinetry will provide County a Certificate of Insurance documenting its existing Worker's Compensation insurance policy is in place prior to the commencement of any work on County property; and

WHEREAS, Donor desires to transfer all right, title, and ownership that it has in entirety of the donated display to County which thereafter shall be under the sole control and discretion of the Boone County Commission; and

NOW, THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. Donor will facilitate the transmission of an Insurance Certificate documenting Worker's Compensation coverage from Mark Hall Cabinetry to County.
2. Donor will facilitate the construction and installation of a small birch box cabinet by Mark Hall Cabinetry. Said installation will be placed in the vestibule on the west side of the Boone County Government Center in a location agreed upon by the Boone County Facilities Maintenance Director.
3. Donor will facilitate the completion of the Community Remembrance Project of Boone County display with appropriate jars and signage, with the signage to be approved in advance by the Boone County Commission.
4. The installation and display will serve to document historical and unjust acts of lynching in Boone County, Missouri, and thus provide a tangible way for community members to confront the legacy of racial terror lynchings and to memorialize the African American victims whose lives were lost and the communities impacted by such violence as documented by Exhibit A which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written.

[Signatures appear on next page.]

**Community Remembrance Project of
Boone County**

Boone County, Missouri



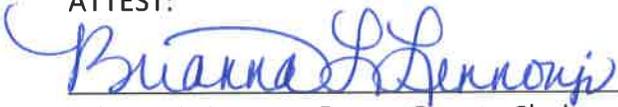
Bradford Boyd-Kennedy

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



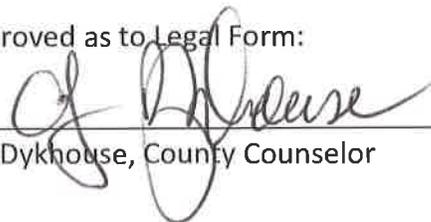
Brianna L. Lennon, Boone County Clerk

Acknowledged for Inventory Purposes:



June E. Pitchford, County Auditor

Approved as to Legal Form:



C.J. Dykhouse, County Counselor

Exhibit A
Documentation of Boone County Lynchings

Documented Lynching Victims in Boone County, Missouri – researched and written by the Equal Justice Initiative (EJI)

George Bush, Columbia, Boone County, Missouri, September 7, 1889

On September 7, 1889, an armed mob of white men gathered at the Boone County Courthouse in Columbia, Missouri and lynched an African American teenager named George Bush from the railing of one of the courthouse windows. George Bush, who was only 17 or 18 at the time of his death, had been arrested without investigation into the allegations against him and was awaiting trial in the county jail when the mob forced their way into the jail and seized him in the early morning hours of September 7. The following day, members of the mob sent a message to a local newspaper in Columbia called *The Herald*, requesting that the editors publish a message from them stating that as "good citizens of Boone County," they carried out the racial terror lynching of George Bush to "[mete] out justice." They went on to warn that anyone who faced similar accusations as George Bush and anyone who exposed the mob members' identities would "receive the same punishment." Despite the mob's lawlessness and continuing threats to menace the community with lynching, no one who participated in the mob that killed George Bush was held accountable.

According to surviving documentation, in September 1889, George Bush lived and worked on a farm owned by a white family just one mile northeast of Columbia. On September 5, the young daughter of a white woman employed on the same farm told her mother that she had been "mistreated" by Mr. Bush. Nothing more was reported about the accusation, except that doctors examined the daughter and presumed Mr. Bush's guilt. Without further scrutiny, the constable arrested Mr. Bush that afternoon and took him to the county jail in Columbia.

News of Mr. Bush's arrest and the reported allegations of assault against him spread, and "muttered threats of lynching" began circulating in the community. Law enforcement officers in charge of overseeing Mr. Bush's custody were informed of the threats, but thought little of the warning and took no further precautions. That further precautions were deemed "unnecessary" ignored the fact that in this era, accusations of sexual impropriety against Black men and boys involving white women or girls were particularly charged with racial animosity and regularly aroused stunning displays of mob lawlessness and lynching, whether evidence existed to tie the accused to any offense or not. Nearly 25 percent of all documented lynchings were sparked by charges of sexual assault, often before the legal system could or would act. In disregarding the ongoing circulation of threats and lessening their vigilance and guard, the officers failed their legal duty and left Mr. Bush vulnerable to those threats being fulfilled less than 48 hours later.

On the evening of September 6, a man who was at the local fairgrounds near the courthouse reported seeing four covered wagons near the grounds and about 25 armed

white men around 11:00 pm. The sheriff, who resided on site at the jail, and the deputy sheriff, who often slept in the courthouse, would later report that they did not notice any disturbances until after midnight on September 7. Between 1:00 and 2:00 am, the armed mob approached the jail, and one member knocked on the door pretending to be a constable bringing in a new prisoner. When the sheriff arose to go to the door and opened it, members of the mob forced their way in, quickly detained the sheriff, and obtained the keys to the jail. Mobs regularly showed complete disregard for legal authority and functioning legal systems, often storming jails, prisons, and courtrooms to seize their victims from police custody in order to lynch them. Once inside, the mob made its way to the cell area, and upon finding Mr. Bush, kidnapped him and tied a piece of wood in his mouth in order to gag him.

The mob took Mr. Bush outside and dragged him from the jail to the courthouse lawn. The sheriff's mother-in-law, who had been awakened and had become aware of the situation, saw the mob and thought they might be heading to hang Mr. Bush on one of the trees behind a Baptist church next door to the jail. Rather than attempting to alert someone for help or awake the deputy sheriff, who was still in the courthouse next door, the woman merely urged the mob to not hang Mr. Bush to that particular tree because it was the place where she customarily went to milk cows. Not uncommon for this era, white people present prior to lynchings often failed to attempt to intervene or even condemn mob actions. It was often accepted within white communities that lynching was a means to uphold white supremacy and enforce racial subordination and control. White people accused of similar crimes during this era were much more likely to be taken into police custody, stand trial, and receive a verdict by jury rather than being killed extrajudicially. Racial terror lynching was reserved for Black people who were almost always killed before having any chance to defend themselves in a court of law.

It is unknown whether the mob heeded the request of the sheriff's mother-in-law or never intended to stop behind the church, but the mob headed towards the courthouse building. At the courthouse, a member of the mob went to wake and distract the attention of the deputy sheriff. When the deputy sheriff emerged and reportedly saw no disturbance, he left the premises. He was not gone long before he started to make his way back to the courthouse, and was reportedly stopped by an armed member of the mob. As he moved away from the armed man, he then saw the mob exit the gate by the circuit clerk's office with Mr. Bush and entered the courthouse. The mob moved quickly to tie the noose around Mr. Bush's neck, brought him to the second story of the courthouse, and hanged him from a second story window with the gag still in his mouth at approximately 1:30 am. The deputy sheriff did not attempt to intervene.

The mob reportedly waited until Mr. Bush was dead before pinning a note to his chest, which read, "Don't cut this down till 7 a. m. This is what we intend to do with all who commit this crime. (Signed) White Caps'." The mob quickly dispersed thereafter, and the deputy sheriff went to notify the coroner. then daylight came, Mr. Bush's lifeless body remained hanging to the courthouse building. *The Herald* newspaper, based in Columbia, reported that both white and Black spectators were seen on the courthouse lawn, bearing witness to "the gruesome and ghastly sight." *The Herald's* editorial went on to state that, "upon the faces of none were the signs of commiseration or regret. The general sentiment was that justice had been done." It was not uncommon for the white press to justify

lynchings and to suggest that no one in the community was upset by the actions of a lynch mob. In doing so, white newspapers ignored the trauma that lynching intentionally inflicted on the entire Black community. Racial terror lynchings created fearful environments in which remaining Black residents had to navigate a dangerous and arbitrary system of racial hierarchy. Forced to view the lifeless remains of one of their community members, Black people suffered from terror and trauma after lynchings. Further deepening the trauma, the fear of violent or fatal retaliation often suppressed Black people's willingness to openly demonstrate visible signs of dissent or disapproval.

The coroner finally had Mr. Bush's body taken down after 7:00 am, seemingly in honor of the mob's request, and brought his body into the courtroom where an inquest was held. The coroner's verdict was rendered that day, concluding that George Bush came to his death by strangulation and had been hanged by parties "unknown." After the inquest, news articles did not indicate that further investigation was pursued or that any attempts were made to identify the self-reported "white caps" who participated in the mob. During this era, the whitecapping movement was often composed of bands of poor, white farmers who targeted Black people with intimidation, and at times fatal violence, if they were deemed to be economic competition, perceived threats to the racial order, or thought to have violated the social expectations of racial hierarchy. Like nearly all racial terror lynching victims accused of crimes, George Bush never had a chance to stand trial and was killed by a white mob who never faced prosecution for their crimes of lynching.

George Bush was one of at least two documented African American victims of racial terror lynching killed in Boone County, Missouri between 1877 and 1950. At least 60 African American victims of racial terror lynching have been documented in Missouri in the same time period.

Sources

The Kansas City Gazette, (Kansas City, Kansas), September 9, 1889, page 1.

Mexico Weekly Ledger, (Mexico, Missouri), September 12, 1889, page 2.

St. Louis Post-Dispatch, (St. Louis, Missouri), September 8, 1889, page 7.

The Kansas City Times, (Kansas City, Missouri), September 9, 1889, page 1.

Columbia Herald, (Columbia, Missouri), September 7, 1889. *Mexico Weekly Ledger*, (Mexico, Missouri), August 18, 1892, page 3.

"Sandborn Fire Insurance Map from Columbia, Boone County, Missouri, January 1890, Image 2." Library of Congress. Accessed

Online at http://hdl.loc.gov/loc.gmd/g4164cm.g4164cm_g046201890. Equal Justice Initiative, *Lynching in America: Confronting the Legacy of Racial Terror* (3d Ed., 2017).

James Scott, Columbia, Boone County, Missouri, April 29, 1923

On the afternoon of Sunday, April 29, 1923, a large white mob stormed the Boone County Jail in Columbia, Missouri and seized a Black man named James Scott, intent on lynching him. The day prior, Mr. Scott had received a trial date of May 21 and remained detained in jail awaiting trial. However, nearly 1,500 angry mob participants were determined to carry out violent retaliation against Mr. Scott without regard for his legal right to due process. Seizing Mr. Scott from the jail, the mob brutally beat and dragged him to the Stewart Road Bridge near the University of Missouri and hanged him from the bridge in a public spectacle lynching. Despite hundreds of eye-witnesses and five indictments of identified mob participants, no one was convicted or held accountable for the racial terror lynching of James Scott.

In April 1923, James Scott, a husband and father of three children, worked at the University of Missouri as a janitor in the medical school's laboratories. On Friday, April 27, the daughter of a white professor at the university reported being lured into a secluded area near the railroad tracks that ran close to the university by a man attempting to physically assault her. The man was reportedly "frightened away" before the alleged assault was carried out and attempts to identify a suspected assailant began. News reports did not provide any information about why suspicion was directed towards Mr. Scott. However, the reports indicated that Mr. Scott was arrested and placed in the Boone County Jail "following his identification" by the young woman.

During this era, accusations lodged against Black people were rarely subject to serious scrutiny. Race, rather than the alleged offense, most often played a key role in the presumptions of guilt and assignments of dangerousness that Black people faced, especially for Black men or boys following allegations of crime made by white women or girls. After Mr. Scott's arrest, a preliminary hearing was held on April 28, and a trial date was set for May 21. However, news of the accusations against Mr. Scott had spread throughout the community, and white men, thought to be "chiefly townspeople" of Columbia, were seen "along the streets expressing their indignation against Scott, the accused prisoner." By 11:00 pm on the night of April 28, an angry mob had begun gathering in front of the jail and in the streets surrounding the jail, where Mr. Scott remained in custody.

Around midnight, the mob in their determination to seize Mr. Scott approached the jailer, Wilson Hall, and demanded that he hand Mr. Scott over to them. When Jailer Hall refused, someone from the mob thrust a brickbat through the kitchen window of his home, which adjoined the jail. Mobs regularly displayed a complete disregard for the legal system when they sought to seize accused Black people from jails, prisons, courtrooms, or even directly out of police hands. Recognizing the growing threat of the mob's aggression and impending violence, the Boone County Sheriff, Fred T. Brown, called Governor Arthur M. Hyde to inform him that a mob had formed intent on lynching Mr. Scott and that assistance was needed to "protect the prisoner from violence." Governor Hyde responded by calling for the Columbia light battery troops to report to Sheriff Brown to assist. However, no militia members arrived to help resist the mob, which had steadily grown to over 1,000 participants and spectators.

Sheriff Brown later stated that he and his officers had "felt, even up to the very last that the jail was strong enough to withstand the attempts of the mob." However, around 1:00 am, the mob acquired a sledge hammer and battered off the lock to the south door of the jail. Without resistance, the mob rushed for the jail doors to storm the jail and locate Mr. Scott. Sheriff Brown and his officers refused to use force to resist the mob, though they were armed and legally responsible for defending the lives of those in their custody. Boone County's Prosecuting Attorney, Ruby Hulen, and another local judge had joined Sheriff Brown and the officers at the jail prior to the mob's attack and attempted to deter the mob, urging them to "let the law take its course." However, with no indication from law enforcement that force would be used to stop them, the mob continued undaunted, the other jail doors were battered in, and a blow torch was used to cut through the last remaining barriers to Mr. Scott's cell.

When the mob found Mr. Scott, they seized him and placed a rope around his neck to drag him towards the railroad tracks, where the alleged assault took place. Mr. Scott tried to resist his abductors, but he was beaten and kicked by the angry mob participants. The mob paused briefly at the jailer's house to confirm Mr. Scott's identity under the porchlight, and Mr. Scott was able to regain his footing. Offering no further resistance after the brutality of the mob's assault, but still able to speak, Mr. Scott asked the mob participants to allow him to see his father and repeatedly stated, "I am an innocent man, I am an innocent man." The sheriff, local judge, and Attorney Hulen also arrived and made further "appeals to the men to return him to the jail;" but shouts of "Hang him, lynch him" and "Take him to the Stewart Bridge and get it over with before the militia comes" prevailed.

The mob resumed its course towards the Stewart Bridge overlooking the railroad tracks, still beating and knocking Mr. Scott to the ground and dragging him several feet before he managed to get to his feet again. Once the mob reached the bridge, some of the participants went to the base of the bridge to watch the lynching, while the mob leaders and other participants held Mr. Scott captive. During this era, public spectacle lynching was intended to maintain white supremacy and instill fear in the Black community. These lynchings were not the acts of a few extremists, but rather were bold, public acts that implicated the entire community and sent a clear message that African Americans could be subjected to mob lawlessness and excessive violence in order to maintain racial hierarchy.

When news of the lynching reached the professor, whose daughter had reported an assault, he also came to the bridge. The professor reportedly tried to deter the mob from hanging Mr. Scott and to instead let him be prosecuted, but the mob "swore at him" and threatened to kill him too. In order to maintain terroristic control over Black people, white mobs were not afraid to threaten other white people who tried to deter them from murdering a Black person. After his life was threatened, the professor left, and the mob participants carried forward their plan to lynch Mr. Scott.

The mob had delayed only briefly in search of a longer rope. Once a new rope was secured, the mob fastened it around Mr. Scott's neck as he fell to his knees to pray. Mr. Scott had been "repeating over and over, "I am an innocent man. You are going to hang an innocent man. I can prove that I did not do the deed. I am married and have three children, one a girl fifteen years old. I have never touched a white woman in my life" but the mob paid no attention to his claims of innocence. Before thousands of onlookers, the mob set

Mr. Scott on top of the bridge's railing to balance him and then threw him over the bridge. With the lynching complete, the mob dispersed, abandoning Mr. Scott's body, which was still hanging from the bridge.

The local coroner arrived about an hour later, and Mr. Scott's body was cut down and taken to a local undertaking parlor. Shortly after his body was relocated, numerous spectators arrived to try to see his remains. By that afternoon, the coroner's jury reached their verdict, stating, "We find that James Scott met his death by hanging by men unknown to this jury." then the governor learned of the lynching, he reached out to Prosecuting Attorney Hulen, who "assured [him]...that a grand jury would be called at once and that there did not appear to be anything that the chief executive could do at the present time." The grand jury was assembled and began its investigation into Mr. Scott's lynching on May 2.

During the grand jury proceedings, 24 witnesses gave testimony, though it was reported that "not one Columbia citizen came forward to tell the facts, though there were between 500 and 1000 who witnessed and participated in the mob's action." Attorney Hulen, who was present when the mob stormed the jail, was convinced that the mob leaders were "known to the officers in Columbia," but the sheriff and three other officers claimed that they could not identify the leaders of the mob. Further, when asked about their defense of Mr. Scott and the jail, the sheriff stated that "he wouldn't have attempted to resist the mob with firearms because, "They were crazy, and any show of guns would have caused a riot. The result would have been worse than the lynching. It was impossible to reason with the men." The local judge presiding over the grand jury defended the sheriff's response, stating that he didn't "feel that Sheriff Brown meant to leave his prisoner in a dangerous position - - he simply didn't realize the feeling and the danger of violence." In most cases of racial terror lynching, local law enforcement failed to intervene or use force to repel lynch mobs, even when the threat of lynching was evident and underway. It was not uncommon for white officials to later excuse these actions, framing them through the lens of inability or unfortunate circumstances. Despite abdicating their legal responsibility to equally protect anyone in their custody, Law enforcement would often be excused of the ways in which they contributed to or failed to resist the seizure or lynchings of Black men, women, and children.

The following day, the grand jury returned indictments against five people "indicated on charges of participating in the lynching of James T. Scott" in "storming of the jail and the lynching." Bench warrants were released, and the NAACP, having learned about Mr. Scott's lynching, wrote to the governor demanding that a trial for first degree murder be set for all mob participants in the lynching of Mr. Scott. A trial date was set for one white man named George Barkwell, who was indicted for first degree murder and reported to be the man who pushed Mr. Scott from the bridge.

Commentary about the case and Mr. Scott's innocence flared as the trial approached. The process of jury selection took longer than expected, as several of the potential jurists had to be dismissed because they expressed "their approval of mob law in certain instances." Lynching was often not merely the result of fringe violence by a few extremists, but rather due to the broader acceptance of racial terror lynching by the white community. Once the trial was underway, multiple witnesses gave testimony that Barkwell was a participant in

the mob, though accounts varied on his role. Nevertheless, white community members expected Barkwell to be granted impunity. In anticipation of an acquittal, "a celebration [was] planned for the night the case goes to the jury in the full expectation of an acquittal." Despite the testimony of Barkwell's involvement, when the decision went before the jury, it only took 13 minutes for Barkwell to be acquitted, with "many in the audience who expressed gratification at the outcome of the case." It was thought that the other four men who were indicted would not go on to be successfully tried, either, and no documentation was identified to suggest that anyone was ever held accountable for the lynching of James Scott.

Shortly after the lynching of Mr. Scott, a white resident of Missouri wrote an editorial that was published in the *Republican Tribune* of Union, Missouri, stating that "it becomes Missourians to hang their heads in shame because of such acts as were committed in Columbia early Sunday morning." Referencing the "majesty of the law" over mob lawlessness, the author trusted "that the ring leaders of the mob will be brought to speedy justice." However, as was the case for Mr. Scott and nearly all victims of racial terror lynching, white elected officials, law enforcement officers and community members were all implicated in racial terror violence and rarely held white mobs accountable for their crimes of lynching. Less than one percent of participants in racial terror lynchings were held accountable, even when there were hundreds to thousands of witnesses and spectators, as there were at Mr. Scott's public spectacle lynching. This grant of impunity to lynchers contributed to a terrorizing environment for African Americans. Silence about - or even worse, the celebration of - lynchings by the white community, made the era of racial terror lynchings possible.

Mr. Scott's body was prepared for burial and entrusted to his wife. Like nearly all lynching victims, Mr. Scott was killed before he had an opportunity to stand trial to defend himself by a white mob that was granted impunity and sanctuary by the white community.

James Scott is one of at least two documented African American victims of racial terror lynching killed in Boone County, Missouri between 1877 and 1950. At least 60 victims have been documented across the state of Missouri within the same time period.

Sources

Arizona Republic, (Phoenix, Arizona), April 29, 1923, page 1. *Republican Tribune*, (Union, Missouri), May 4, 1923, page 2.

The Dighton Herald, (Dighton, Kansas), May 11, 1923, page 2. *Chattanooga Daily Times*, (Chattanooga, Tennessee), April 30, 1923, page 1.

St. Louis Post-Dispatch, (St. Louis, Missouri), May 4, 1923, page 11.

The Centralia Courier, (Centralia, Missouri), May 4, 1923, page 1. *The Chillicothe Constitution-Tribune*, (Chillicothe, Missouri), July 12, 1923, page 1.

The Evening Kansas-Republican, (Newton, Kansas), April 30, 1923, page 1.

Leader-Telegram, (Eau Claire, Wisconsin), May 1, 1923, page 1. *The Charlotte Observer*, (Charlotte, North Carolina), April 30, 1923, page 1 and 2.

The Kansas City Star, (Kansas City, Missouri), April 30, 1923, page 3.

St. Louis Globe-Democrat, (St. Louis, Missouri), July 11, 1923, page 3.

Messenger-Inquirer, (Owensboro, Kentucky), July 13, 1923, page 1.

St. Louis Post-Dispatch, (St. Louis, Missouri), July 13, 1923, page 3.

St. Joseph News-Press, (St. Joseph, Missouri), July 6, 1923, page 1. Patson, Matt. 2016, November 29. "Stewart Road/Stewart Bridge."
Como Magazine. Accessed online December 2020 at
<https://comomag.com/2016/11/29/stewart-roadstewart-bridge/>.

the preliminary examination.

After the Lynchers.

Special Dispatch to the Globe-Democrat.

COLUMBIA, Mo., November 4.—In his charge to the Grand Jury at the opening of Circuit Court here to-day Judge Burkhardt referred somewhat severely to the hanging of George Bush, colored, by a mob here on September 7, and also to the attempted hanging of the negro Squire Divers by another mob August 26.

He said: "No citizen had a legal right to put violent hands upon Bush, and all those who were engaged in taking his life were guilty of murder under the law and should be indicted." He urged upon the jury that it was its paramount duty to sift both cases thoroughly and return indictments against all persons known to have been connected with either mob. Bush was about 17 years old, and was taken from the Boone County Jail and hanged from the Court House window by the mob on the night of September 7. He had assaulted a 5-year-old child, inflicting fatal injuries. Divers had been arrested for a similar offense upon a 16-year-old white girl, but the Sheriff, having learned of the movements of the mob, secreted his prisoner until he could be removed from the county. This was about August 23, since which time Divers has been held outside of this county. His trial is set for this term of court. The would-be lynchers declared their intention to have him, even if they had to take him out of the court room.

5 Feb -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term 2020

County of Boone

In the County Commission of said county, on the 21st day of June 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 Extension of the Stormwater Security Agreement and erosion and sediment control Performance Bond between the County of Boone and 40 & J Farms LLC and 40 & J Development LLC.

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 21st day of June 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

EXTENSION AGREEMENT
\$303,627.90 Performance Bond – Midway USA 40/J Campus Phase I

THIS AGREEMENT, effective April 20, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and 40-J Farms LLC & 40 & J Development LLC, herein “Developer” and Platte River Insurance Company, herein “Surety.”

WHEREAS, Developer is constructing a commercial development, Midway USA 40/J Campus Phase I, herein “Project”; and

WHEREAS, Surety has issued a Corporate Surety Bond to the County on behalf of Developer, dated May 18, 2020, in the amount of \$303,627.90, to secure stormwater improvements associated with the development; and

WHEREAS, said Corporate Surety Bond contemplates that the parties may agree to extend the expiration date of the Corporate Surety Bond, which currently expires on May 18, 2022; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Corporate Surety Bond to May 18, 2023.

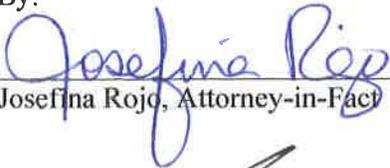
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order 252-2020 and the Stormwater Erosion and Sediment Control Security Agreement dated April 20, 2020, approving infrastructure security in the form of a Corporate Surety Bond in the amount of \$303,627.90, with an expiration date of May 18, 2020, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the May 18, 2020 Corporate Surety Bond such that the new expiration date will be May 18, 2023.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated April 20, 2020, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

Platte River Insurance Company:

By:



Josefina Rojo, Attorney-in-Fact

40-J FARMS LLC & 40 & J DEVELOPMENT LLC:

By:

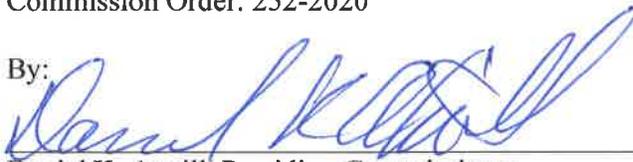


Printed Name: Harry Potterfield
Title: Owner / Manager

BOONE COUNTY:

Commission Order: 252-2020

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk



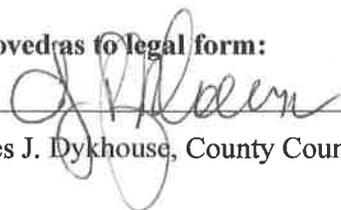
Christy Johnson, County Treasurer
Dustin Stanton

APPROVED BY:



Bill Florea, Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41391987

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Josefina Rojo
Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$ See Bond Form for 41391987 on behalf of 40-J Farms LLC & 40 & J Development LLC
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJ Bymes
Ryan J. Bymes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 4th day of May, 2022



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

State of Illinois
County of Cook

On this 4th day of May 2022, before me personally appeared
Josefina Rojo, known to me to be the Attorney-in-fact of
Platte River Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.



A handwritten signature in blue ink that reads "M Labno". The signature is written in a cursive style and is positioned above a horizontal line.

(Notary Public)

(Seal)

252-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 2020

County of Boone

} es.

In the County Commission of said county, on the

4th

day of

June

20 20

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 Erosion and Sediment Control Security Agreement and Performance Bond between the County of Boone and 40-J LLC & 40 & J Development LLC.

Terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Agreement.

Done this 4th day of June 2020.

ATTEST:

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

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: April 20, 2020

Developer/Owner Name: 40-J Farms LLC & 40 & J Development LLC
Address: 2101 W. Broadway, Ste 103
Columbia, MO 65203

Development: Midway USA 40/J Campus

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Midway USA 40/J Campus. The SWPPP and ESC was prepared by Crockett Engineering Consultants on March 23, 2020.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 13th day of April 2022, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$303,627.90, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Corporate surety bond issued to Boone County

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to April 13, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on April 13, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By:

Printed Name:

Harold Potterfield

Title:

Member

BOONE COUNTY, MISSOURI:

Department of Resource Management

[Signature]
~~Stuart Shaver~~, Director Resource Management
Bill Florea

County Commission:

Daniel Atwill
Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon
Brianna L. Lennon, Boone County Clerk

County Treasurer

[Signature]
Tom Darrough, County Treasurer

Approved as to form:

[Signature]
C.J. Dylhouse, County Counselor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

40-J Farms LLC & 40 & J Development LLC

2101 W. Broadway, Ste 103, Columbia, MO 65203

as Principal, hereinafter called Developer, and Platte River Insurance Company

a Corporation, organized under the laws of the State of Nebraska

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in the amount of \$ 303,627.90 Dollars, for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Developer has procured a Land Disturbance Permit LD1442 from the County of Boone

PROJECT NAME: Midway USA 40/J Campus
W. Hwy 40 & N. Rte J
Columbia, MO 65202

and, as a condition of said Land Disturbance Permit has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans, (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE DONDITION OF THIS OBLIGATION is such that, if Developer shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by Boone County.

Whenever Developer shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between

such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is completed on the subject site.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

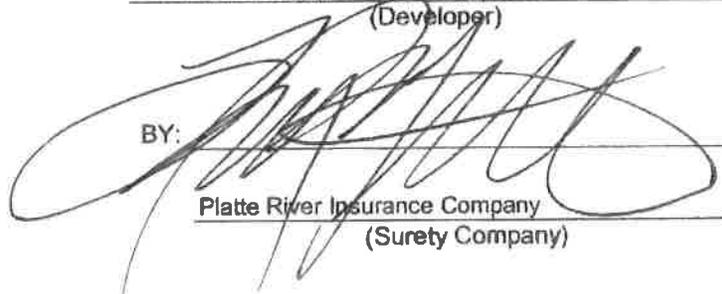
IN TESTIMONY WHEREOF, the Developer has hereunto set his hand and the Surety has caused these present to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at

Chicago, IL _____ on this 18th day of May, 20 20

40-J Farms LLC & 40 & J Development LLC
(Developer)

(SEAL)

Seal
40-J Farms
40-J Development

BY: 
Platte River Insurance Company
(Surety Company)

BY: Josefina Rojo
Josefina Rojo (Attorney-in-Fact)

(SEAL)

BY: John P. Harnay
John P. Harnay (Missouri Representative)

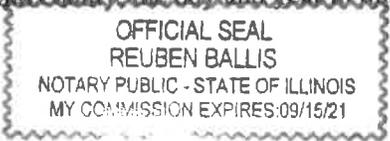
(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Josefina Rojo c/o Mesrow Insurance Services, Inc.
Phone Number: (312) 595 - 6525
Address: 353 N. Clark Street
Chicago, Illinois 60654

State of Illinois
County of Cook

On this 18th day of May 2020, before me personally appeared Josefina Rojo, known to me to be the Attorney-in-fact of Platte River Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.



(Seal)

Reuben Ballis

(Notary Public)

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

41391987

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

_____ JOHN P. HARNEY; JACQUELYN M. NORSTROM; JOSEFINA ROJO; MARY F. DOYLE _____
_____ DOUGLAS M. SCHMUDE; PAMELA S. HIGGINBOTHAM; DOROTHY J. BALLIS _____

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

_____ ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 _____

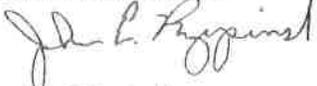
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest: 
John E. Rzepinski
Vice President, Treasurer & CFO


Suzanne M. Broadbent
Assistant Secretary



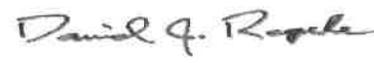
PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



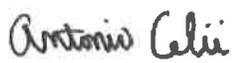

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of May, 20 20




Antonio Celii
General Counsel, Vice President & Secretary

261-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term 20

County of Boone

} ea.

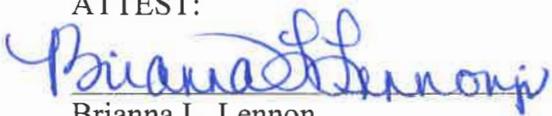
In the County Commission of said county, on the 21st day of June 20 22

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

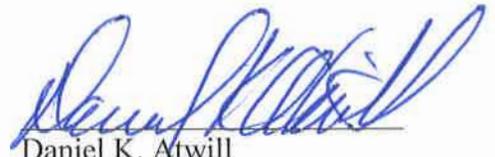
Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 1244 - Stop VAWA Grant.

Done this 21st day of June 2022.

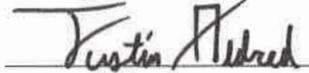
ATTEST:



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, MISSOURI REQUEST FOR BUDGET AMENDMENT

01/01/22-08/31/22
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1244	3411	COURT OPS/GRANTS	FEDERAL GRANT REIMBURSE		78,019
1244	10100	COURT OPS/GRANTS	SALARIES & WAGES		32,323
1244	10200	COURT OPS/GRANTS	FICA		2,473
1244	10300	COURT OPS/GRANTS	HEALTH INSURANCE		6,228
1244	10325	COURT OPS/GRANTS	DISABILITY INSURANCE		116
1244	10350	COURT OPS/GRANTS	LIFE INSURANCE		72
1244	10375	COURT OPS/GRANTS	DENTAL INSURANCE		420
1244	10400	COURT OPS/GRANTS	WORKERS COMP		704
1244	10500	COURT OPS/GRANTS	401(A) MATCH PLAN		520
1244	71100	COURT OPS/GRANTS	OUTSIDE SERVICES		34,563
1244	23820	COURT OPS/GRANTS	COMPUTER HARDWARE <\$1000		600
				-	179,229

78,019

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

PLEASE SEE ATTACHED AWARD LETTER FOR VAWA GRANT; LISTED ABOVE IS PROJECTED REIMBURSEMENT AMOUNT IN REVENUE ACCOUNT, PROJECTED PAYROLL AND BENEFITS, PROJECTED BIP BILLING, AND DESKTOP SCANNER FOR DACC FOR FY2022.

Cindy Barnett
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: **STOP VAWA GRANT**

Agenda

HA
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

262-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term 20

In the County Commission of said county, on the 21st day of June 20 22

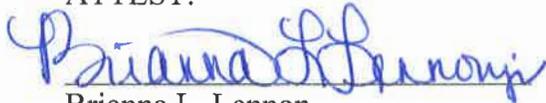
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following Board Re-Appointment:

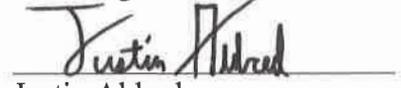
Patricia Powell	Daniel Boone Regional Library Board	3 Year Term	July 1, 2022 thru June 30, 2025
-----------------	---	-------------	------------------------------------

Done this 21st day of June 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

Dan Atwill, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Library Board
Name: Patricia Powell
Home Address: 13413 Hwy 40
City: Rocheport **Zip Code:** 65279
Business Address: _____
City: _____ **Zip Code:** _____
At which address would you prefer to be contacted? ___
E-mail: jandppowell@gmail.com
Phone (Home): (573)489-9593 **Phone (Work):** _____
Fax: _____

Qualifications:

Retired Columbia Public Schools media specialist with a Masters in Library Science. Served as DBRL President three times, plus other offices.

Past Community Service:

Member of Daniel Boone Regional Library Board since 1987. Regional Vice President for Missouri Retired Teachers for about 10 years.

References:

Tonya Hays-Martin (current DBRL Board President) 573-220-2047 August Nielsen (past DBRL Board President) 573-200-1611

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 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

CERTIFIED COPY OF ORDER

263 -2022

STATE OF MISSOURI

June Session of the April Adjourned

Term 20

County of Boone

} ea.

In the County Commission of said county, on the 21st day of June 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 Organizational Use of the Boone County Government Center Chambers by the Local Spiritual Assembly of the Baha'is of Columbia, Missouri on October 22, 2022 from 8:00am until 6:00pm for a gathering to elect a representative to the National Convention.

The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon the inside use being consistent with the then applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

Done this 21st day of June 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

Jane M. Thompson
Jane M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Local Spiritual Assembly of the Baha'is of Columbia, Missouri
Address: 306 Smoky Mountain Court
City: Columbia State: MO ZIP Code: 65203
Phone: 573 693 2470 Website: columbiamobahai.org
Individual Requesting Use: Kern Wisman Position in Organization: Chairman

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Boone County and Greater Area Baha'i Convention

Description of Use (ex. Speaker, meeting, reception): Gathering to elect a representative to the National Convention

Date(s) of Use: Oct. 2, 2022

Start Time of Setup: 8:00 am AM/PM Start Time of Event: 9:00 am AM/PM

End Time of Event: 5:00 pm AM/PM End Time of Cleanup: 6:00 pm AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Kern Wisman, Chairman of the Local Spiritual Assembly

Phone Number: 573 953 7022 Date of Application: June 14, 2022

Email Address: kernwisman@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 6/21/22