

242-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

May Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 25th day of May 20 23

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

Now on this day, on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation recognizing May 21-27, 2023, as National Public Works Week.

Done this 25th day of May 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jan M. Thompson
Jan M. Thompson
District II Commissioner

243-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 25th day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for position 803, Program Manager, and does hereby authorize an annual salary of \$56,243.20 for said position.

Done this 25th day of May 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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 Verna Laboy Department Community Services Department

Position Title Program Manager Position No. 803

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point
 OR Hourly: \$27.04 % of Mid-Point 91.49%

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)

This employee has her bachelor's degree and many years of experience in community planning work.

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:

There are no other employees 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?

There should be no effects as it relates to other salary relationships.

Additional comments:

Administrative Authority's Signature: Joanne Nelson

Digitally signed by Joanne Nelson
Date: 2023.05.18 11:48:31-07

Date: 5/18/23

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: [Signature]

Date: 5/18/23

Human Resource Director's Recommendations:

No concerns w/ internal or external equity.

Human Resource Director's Signature: [Signature]

Date: 05/22/23

County Commission

Approve

Deny

Comment(s):

Presiding Commissioner's Signature: [Signature]

Date: 5/25/23

District I Commissioner's Signature: [Signature]

Date: 5/25/23

District II Commissioner's Signature: [Signature]

Date: 5/25/2023

(S:\ALL\Human Resources\Flexible Hiring & Transfer Policy and Forms)

244-2023

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STATE OF MISSOURI }
County of Boone } ca.

May Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 25th day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for position 905, Deputy Director, and does hereby authorize an annual salary of \$77,000.00 for said position.


Done this 25th day of May 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

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 Jacob Waller Department 2702 Emergency Management

Position Title Deputy Director Position No. 905

Proposed Starting Salary (complete one only) Annual: \$77,000.00 % of Mid-Point 110.57%
 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)

The candidate currently holds a master's degree in health care administration and currently manages a large local ground ambulance service. The candidate has approximately 8.5 years of supervisory and personnel management experience, as well as comprehensive experience in writing grants, writing complex policies, and managing complex projects.

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:

Relevant experience in personnel management, demonstrated effective community relationships, and experience with community emergency management coordination and planning efforts.

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

No other position exists in my department. The position exists in other departments on the same range, with this position resulting in the highest salary of other Deputy Directors. Comm Svcs - 3 months in position (+\$2,287.00), FM - vacant.

Additional comments:

Administrative Authority's Signature: Chris Kelley Date: 5-22-2023

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: _____ Date: _____

see attached email for Auditor Approval

Human Resource Director's Recommendations:

Approve - Experience and education in line w/request.

Human Resource Director's Signature: [Signature] Date: 05/23/23

County Commission Comment(s): Approve Deny

Presiding Commissioner's Signature: [Signature] Date: 5/25/23

District I Commissioner's Signature: [Signature] Date: 5/25/23

District II Commissioner's Signature: [Signature] Date: 5/25/2023

245-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 25th day of May 20 23

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


Now on this day, the County Commission of the County of Boone, does hereby authorize the request to convert position 775, Control Room Officer (class code 403400, Range 28) from one (1) full-time, benefitted position to two (2), part-time, non-benefitted positions to be budgeted at 1,000 hours a year per position. At a later date, the positions can be converted back to the original classification of one (1) full-time, benefitted position at vacancy or at the request of the Sheriff during the next budget cycle.

Done this 25th day of May 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

246-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 25th day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone D & D Investments of Columbia, LLC for Willow Creek Plats 1 & 2, formerly North Battleground Plats 1 & 2.

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

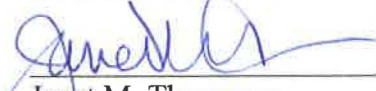
Done this 25th day of May 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT

THIS AGREEMENT, effective May 13, 2023, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and D & D Investments of Columbia, LLC., a corporation in the State of Missouri, herein "Developer" and First State Community Bank, herein "Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Willow Creek Plat 1 & Plat 2, formerly North Battleground Plat 1 & Plat 2, herein "Project"; and

WHEREAS, Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated May 18, 2021, in the amount of \$118,931.17 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on May 13, 2023; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to May 13, 2024.

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

1. Bank Letter of Credit dated May 18, 2021, in the amount of \$118,931.17, with an expiration date of May 18, 2023, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the May 18, 2021 Letter of Credit such that the new expiration date will be May 18, 2024.
3. All other terms of the Letter of Credit 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.

FIRST STATE COMMUNITY BANK:

By:



Drew Smith, Executive Vice President

D & D INVESTMENTS OF COLUMBIA, LLC.:

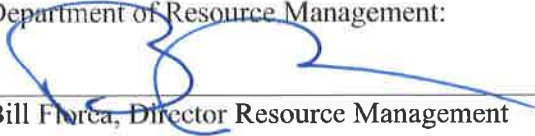
By:



Daniel Burks, Member

BOONE COUNTY:

Department of Resource Management:



Bill Florca, Director Resource Management

County Commission:



Kip Kendrick, Presiding Commissioner

Attest:



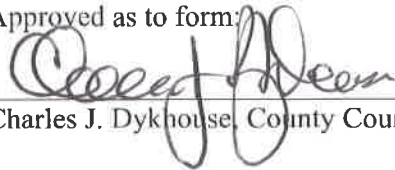
Brianna L. Lennon, County Clerk

County Treasurer:



Jenna Redel, County Treasurer

Approved as to form:



Charles J. Dykhouse, County Counselor

293-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } es.

July Session of the July Adjourned

Term. 20 21

In the County Commission of said county, on the 22nd day of July 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and D & D Investments of Columbia, 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 22nd day of July 2021.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: May 13, 2021

Developer/Owner Name: D & D Investments of Columbia LLC
Address: 1200 I-70 Dr. SW
Columbia, MO 65203

Development: North Battleground Plat 1 & Plat 2

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 North Battleground Plat 1 and Plat 2. The SWPPP and ESC was prepared by Crockett Engineering Consultants on December 18, 2017 and January 8, 2019.
- 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 May 2023, 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 \$118,931.17, 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:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
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 May 13, 2023, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Irrevocable Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing Irrevocable Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on May 13, 2023, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Irrevocable Letter of Credit 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: Daniel M Burks

Title: Member

BOONE COUNTY, MISSOURI:

Department of Resource Management




Bill Florea, Director Resource Management

County Commission:



Daniel K. Atwill, Presiding Commissioner

Attest:



Brianna L. Lennon, Boone County Clerk

County Treasurer



Tom Darrough, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

7/21/18



First State Community Bank

IRREVOCABLE LETTER OF CREDIT
NO. 4521090385
DATE: 05/18/2021

Amount: 118,931.17

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on First State Community Bank for the account of D & D Investments of Columbia LLC up to an aggregate amount of \$118,931.17 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under First State Community Bank Letter of Credit #4521090385 Dated 5/18/2021."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before May 18, 2023, provided further that upon such expiration, either at May 18, 2023, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to First State Community Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

Success Starts Here.

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:  _____

Drew Smith, Executive Vice President,
First State Community Bank

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

**First State Community
Bank
300 Diego Dr
Columbia, MO 65203
Attention: Drew Smith, Executive VP**

Re: Bank Letter of Credit No.: 4521090385
Dated: 05/18/2021
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **First State Community Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. 4521090385 (the "Letter of Credit"); any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Dan Atwill, Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

First State Community
Bank
300 Diego Dr
Columbia, MO 65203
Attention: Drew Smith, Executive VP

Re: Bank Letter of Credit No.: 4521090385
Dated: 05/18/2021
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ _____.

BOONE COUNTY, MISSOURI

By: _____
Dan Atwill, Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

247 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 203

In the County Commission of said county, on the 25th day of May 20 23

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

Now on this day, the County Commission of the County of Boone does hereby receive the Boone County/City of Columbia/University of Missouri 2022 Joint MS4 Stormwater Management Annual Report. The 2022 Stormwater Management Annual Report is based on the Stormwater Management Plan that was authorized by County Commission on March 24, 2022 (Commission Order #125-2022) and approved by Missouri Department of Natural Resources (MDNR) on April 1, 2022. This report was provided to MDNR on April 28, 2023.

Done this 25th day of May 2023.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

248-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20

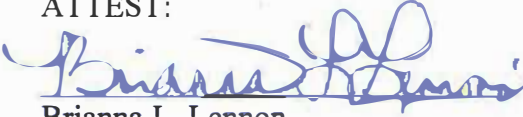
In the County Commission of said county, on the 25th day of May 20 23

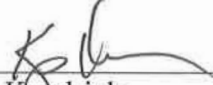
the following, among other proceedings, were had, viz:

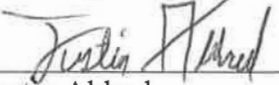
Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Commission Chambers by Boone County Democrat Committee on July 13, August 10, September 14, October 12, November 9, and December 14, 2023, from 6:30PM until 9:00PM.

Done this 25th day of May 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Klp Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

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: Boone County Democrat Committee

Address: 409 Vandiver Dr. Building 5, Suite 104

City: Columbia State: MO ZIP Code 65202

Phone: 573-875-1245 Website: boonecountydems.org

Individual Requesting Use: Seth Jarboe Position in Organization: Vice Chair

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

Event: Monthly Central Committee Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: July 13, August 10, September 14, October 12, November 9, December 14

Start Time of Setup: 6:30 AM/PM Start Time of Event: 7 PM

End Time of Event: 8:30 AM/PM End Time of Cleanup: 9 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: Seth Jarboe, Vice Chair

Phone Number: 660-728-1280 Date of Application: 05-16-23

Email Address: vicechair.boonecountydems@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:

Brianna L Lennoni
County Clerk

BOONE COUNTY, MISSOURI

Klp Kendrick
County Commissioner

DATE: 5.25.2023

249-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 29

County of Boone

In the County Commission of said county, on the 25th day of May 20 23

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 Commission Chambers by Central Missouri Radio Association on July 11 and August 8, 2023, from 7:00PM until 9:00PM.

Done this 25th day of May 2023.

ATTEST:



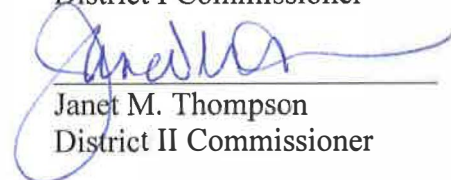
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet 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: Central Missouri Radio Association
Address: P. O. Box 283
City: Columbia State: MO ZIP Code: 65205-0283
Phone: 314 973-2484 Website: k0si.net
Individual Requesting Use: Myron Kern Position in Organization: President

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

Event: Monthly Business Meetings

Description of Use (ex. Speaker, meeting, reception): meeting

Date(s) of Use: 07/11/23, 08/08/23

Start Time of Setup: 7:00 PM AM/PM Start Time of Event: 7:00 PM

End Time of Event: 9:00 PM AM/PM End Time of Cleanup: 9:00 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: Myron Kern, President

Phone Number: 314 973-2484 Date of Application: 19 May 2023

Email Address: myronkay@aol.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

DATE: 5.25.2023

BOONE COUNTY, MISSOURI

County Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20

In the County Commission of said county, on the 25th day of May 20 23


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

Now on this day, the County Commission of the County of Boone, upon the class action counsel's recommendation in connection with the national opioid litigation, does hereby approve the attached Addendum to the Memorandum of Understanding with the Missouri Attorney General's office regarding allocation of certain opioid class action settlement proceeds. The original MOU was approved in Commission Order 128-2022.


The terms of the MOU Addendum are set out in the attached and the Presiding Commissioner is authorized to execute the same.

Done this 25th day of May 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

**ADDENDUM TO THE FEBRUARY 2022
MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF MISSOURI AND ITS POLITICAL SUBDIVISIONS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

A. General Principles

1. WHEREAS, the State of Missouri and its political subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic in Missouri;

2. WHEREAS, to effectuate that common desire, Missouri and certain of its political subdivisions previously entered into a Memorandum of Understanding in February 2022 (“February 2022 MOU”) to maximize and facilitate the distribution of the proceeds of settlement agreements allocated to the State of Missouri in the national opioids litigation (a copy of the February 2022 MOU is attached hereto as Exhibit A);

3. WHEREAS, additional defendants in the national opioids litigation have reached settlement agreements with states and political subdivisions; and

4. WHEREAS, Missouri and certain of its political subdivisions enter into this Addendum to the February 2022 Memorandum of Understanding (“Addendum”) to maximize and facilitate the distribution of the proceeds of these subsequent settlements.

B. Definitions

Definitions Concerning Teva, Allergan, and Pharmacy Settlements

5. “Teva Settlement” means a national settlement agreement with Teva Pharmaceutical Industries, Ltd. and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

6. “Teva Settlement Funds” means monetary amounts allocated to the State of Missouri and its political subdivisions in the Teva Settlement.

7. “Allergan Settlement” means a national settlement agreement with Allergan Finance, LLC and Allergan Limited and their related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

8. “Allergan Settlement Funds” means monetary amounts allocated to the State of Missouri and its political subdivisions in the Allergan Settlement.

9. “CVS Settlement” means a national settlement agreement with CVS Health Corporation and CVS Pharmacy, Inc. and their related corporate entities concerning alleged misconduct in the marketing, promotion, distribution, and dispensing of opioids.

10. "Walgreens Settlement" means a national settlement agreement with Walgreen Co. and its related corporate entities concerning alleged misconduct in the marketing, promotion, distribution, and dispensing of opioids.

11. "Walmart Settlement" means a national settlement agreement with Walmart Inc. and its related corporate entities concerning alleged misconduct in the marketing, promotion, distribution, and dispensing of opioids.

12. "Pharmacy Settlement Funds" means monetary amounts allocated to the State of Missouri and its political subdivisions in the CVS Settlement, Walgreens Settlement, and Walmart Settlement collectively.

Amendments to February 2022 MOU Definitions

13. The term "Opioid Settlement Funds" in the February 2022 MOU (paragraph 12) is amended to add and encompass Teva Settlement Funds, Allergan Settlement Funds, and Pharmacy Settlement Funds.

14. The term "National Settlements" in the February 2022 MOU (paragraph 16) is amended to add and encompass the settlement agreements governing the Teva Settlement, the Allergan Settlement, the CVS Settlement, the Walgreens Settlement, and the Walmart Settlement.

15. The parties adopt and incorporate herein all other definitions of the February 2022 MOU without modification.

C. Adoption of the February 2022 MOU

16. The parties adopt and apply all terms of the February 2022 MOU to the Teva Settlement, Allergan Settlement, CVS Settlement, Walgreens Settlement, and Walmart Settlement.

17. The parties adopt and apply all terms of the February 2022 MOU to the Teva Settlement Funds, Allergan Settlement Funds, and Pharmacy Settlement Funds.


18. The parties agree to be bound by all terms of the February 2022 MOU as they relate to the Teva Settlement, Allergan Settlement, CVS Settlement, Walgreens Settlement, and Walmart Settlement.

19. Except as noted herein (specifically paragraphs 13 and 14 above), the parties do not modify or alter any other provision of the February 2022 MOU.

Dated: March 21, 2023



HON. ANDREW T. BAILEY
Attorney General of the State of Missouri



Boone County