

103 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

11th

day of

April

20 23

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation recognizing Les Wagner for his contributions and years of service to the Boone County ~~Family Resources~~ Board of Directors.  
*Children Services Fund*

Done this 11<sup>th</sup> day of April 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

104-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 11th day of April 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 and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:


Rusty Acres Subdivision. S3-T51N-R13W. A-2. Jack & Brandi Beagle, owners. Derek Forbis, surveyor.


Done this 11<sup>th</sup> day of April 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

Rusty Acres Subdivision  
Staff Report  
March 16<sup>th</sup>, 2023

The subject property is located off Route F, about four miles west of Sturgeon. The proposal seeks to create a 2.50-acre subdivision lot. The 10.25 acres that remains of the parent parcel will be surveyed as an administrative survey tract. The 2.50 lot contains a single-family home with two accessory structures and an onsite wastewater lagoon. The property is zoned agriculture A-2 and is surrounded by A-2 zoning. All zoning appears to be original 1973 zoning.

The existing home has driveway access off North Route F, a publicly dedicated publicly maintained roadway. The applicants have not submitted a written request to waive the traffic study requirement. However, the proposed lot already has its allowed one single family home and future impacts to traffic should be minimal. Granting a waiver of the traffic study requirement is appropriate for this proposal.

Public Water Supply District #10 provides water service for the area. Boone Electric Cooperative provides power service. The Boone County Fire Protection District provides fire protection for the area. The nearest station, Station 6, is just over 6 miles away.

The proposed subdivision plat shows an existing lagoon that will serve as the wastewater system for the home. Boone County Resource Management has an active onsite wastewater construction permit for the lagoon labeled as “existing” on the plat. Permit records indicate that the lagoon has not received and passed the required construction and final inspections before the lagoon is permitted for use. An older lagoon is present on the property and not shown on the plat, located near the proposed eastern property boundary and within the required 75-foot property setback. The older lagoon must be closed before the newer “existing” lagoon is permitted for use.

The applicants have not submitted a written request for a waiver of the sewer cost benefit analysis. Should the lagoon receive and pass all required wastewater inspections, use of an onsite wastewater system would be appropriate for this area not already served by central sewer. Granting a waiver of the sewer cost benefit analysis is appropriate for this case.

The property scored 33 points on the rating system.

Staff recommends approval of the plat and granting of waivers with the following conditions:

1. That the lagoon labeled as existing on the plat receive and pass both a construction and final inspection.
2. The older lagoon located near the eastern boundary of lot 1 and not shown on the plat be permanently closed.

165-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 11th day of April 20 23

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

Now on this day, the County Commission does hereby approve applications for the Adopt-a-Road Program as listed in the attached memo.


Done this 11<sup>th</sup> day of April 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 Resource Management



## Memo

**Date:** April 10, 2023  
**To:** Boone County Commission  
**From:** Natalie Meighan, SR/WA -- Right of Way Agent  
**Subject:** Adopt-a-Road Applications for Approval

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I have received the following applications for the adopt-a-road program and request your approval of a three year adoption period for each organization.

**New Applications:**

O'Rear Road (North Brown Station Road to State Route HH) – Dog Eared Farm

**Renewals:**

Crump Lane & Martin Lane (Southern Boone High School to New Salem Road) – Ashland FFA

David Allen Road (Rangeline Road to one mile east) – David Allen Road Neighborhood

Dodd Road (Highway 124 to Silver Fork Creek Crossing) – Dodd Road Beautification

Easley River Road (Easley, MO to Smith Hatchery Road) – Missouri River Relief

Glendale Drive (Judy School Road to St Charles Road) – Two Mile Prairie Neighbors

Judy School Road (State Route Z to County Line) – Two Mile Prairie Neighbors

Mauler Road (State Route V V to Creasy Springs Road) – Friends of Mauler Road

McQuitty Lane (Olden Road to Wolfe Road) – Hootie Hill Farms

Nebo Cemetery Road (State Route O to State Route U) – Friends of Hugh Hodler

Obermiller Road (Creasy Springs Road to O'Neal Road) – Boone County Republican Party

Old Highway 63 South (Ashland City Limits to one mile south) – Walk In Faith Church

Old Plank Road (State Route K to Cooper's Landing) – Missouri River Relief

Olden Road (McQuitty Lane to Benedict Road) – To Honor Roscoe & Lucreta Olden (by Brenda & Mark Rowland)

Rangeline Road (OTSCON Property to one mile south) – OTSCON, Inc.

Rock Quarry Road (Gans Road to Rock Bridge State Park) – Range Free Bakery & Cafe

Rowland Road (Olden Road to State Route E) – To Honor Newt & Beulah Rowland (by Brenda & Mark Rowland)

166-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 11th day of April 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 Department of Emergency Management's Outreach – Columbia Mall Agreement.

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

Done this 11<sup>th</sup> day of April 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

**EVENT AGREEMENT  
(Single Shopping Center)**

This Event Agreement ("Agreement") is made as of this day, Friday, January 27, 2023, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and County Of Boone ("Organizer").

**WHEREAS**, Owner owns the Shopping Center listed on Exhibit A ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Brookfield Properties Retail Inc. to provide the Services as further set forth herein and in Exhibit A.

**WHEREAS**, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided Owner as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. **ORGANIZER'S OBLIGATIONS.**

- A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Owner all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or

# Brookfield Properties

subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
- F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
- G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner. Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
7. **INTELLECTUAL PROPERTY RIGHTS.**
- A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
8. **REPRESENTATIONS AND WARRANTIES.**
- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
- B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in



# Brookfield Properties

accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

## 9. INDEMNIFICATION.

- A. Only to the extent authorized by Missouri law, Organizer shall indemnify, hold harmless, defend and reimburse Owner, including Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Owner shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Owner's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Owner's negligence or intentional misconduct or other action or omission of Owner, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. **TERMINATION; FAILURE TO PERFORM.**

# Brookfield Properties

- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

## 13. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. **Audit.** This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

# Brookfield Properties

for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

**ORGANIZER:**

County Of Boone

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

**OWNER:**

COLUMBIA MALL L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_  
Authorized Signatory

|                              |                |
|------------------------------|----------------|
| APPROVED AS<br>TO LEGAL FORM |                |
| DATE:                        | <i>3/23/23</i> |

# Brookfield Properties

## EXHIBIT A

### 1. SHOPPING CENTER; EVENT TERM.

Owner Entity: COLUMBIA MALL L.L.C.  
 Property Name: Columbia Mall (MO)  
 2300 BERNADETTE DRIVE  
 COLUMBIA, Missouri 65203  
 Attn: Stephanie Smith  
 p: +1 (573) 5148665  
 e: stephanie.smith@bpretail.com

| <u>Date / Time</u>      | <u>Location(s) /Event Elements</u>  |
|-------------------------|---|
| 03/10/2023 - 10/13/2023 | Columbia Mall (MO) (2267) - Creativity 15 / Creativity                          |
| 04/14/2023 - 04/14/2023 | Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.) |
| 05/12/2023 - 05/12/2023 | Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.) |
| 10/13/2023 - 10/13/2023 | Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.) |
| 07/14/2023 - 07/14/2023 | Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.) |
| 08/11/2023 - 08/11/2023 | Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.) |
| 09/08/2023 - 09/08/2023 | Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.) |
| 03/10/2023 - 03/10/2023 | Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.) |
| 06/09/2023 - 06/09/2023 | Columbia Mall (MO) (2267) - Center Court / Event - Up to 10'x10' (4 staff max.) |

2. EXPIRATION DATE. 10/13/2023

### 3. EVENT.

Boone County Office of Emergency Management will set up an information table in the common area on March 10th, April 14th, May 12th, June 9th, July 14th, August 11th, September 8th, and October 13th, 2023 from 4pm - 8pm, to promote the Boone County Ready program, which enhances community preparedness, fosters collaboration and builds resilience by engaging citizens in actively preparing for emergencies and disasters.

### 4. EVENT FEE; PAYMENT SCHEDULE.

Total Fees: \$0.00

|         | <u>Invoice Date</u> | <u>Due Date</u> | <u>Amount</u> | <u>Sales Tax</u> | <u>Total Amount</u> |
|---------|---------------------|-----------------|---------------|------------------|---------------------|
| Pymt 1: | 3/10/2023           | 3/10/2023       | \$0.00        | \$0.00           | \$0.00              |

Revenue Account Code: 42505 Events, Sampling & Tours  
 42575 Creativity

### 5. PAYEE(S); ADDRESS(ES) OF PAYEE(S).

COLUMBIA MALL L.L.C.  
 COLUMBIA MALL  
 PO BOX 775769  
 CHICAGO, Illinois 60677-5769

6. DELIVERY DATE. 3/10/2023

### 7. EVENT ELEMENTS.

one - 8 ft table with tablecloth and 4 chairs  
 all event supplies

# Brookfield Properties

## 8. SERVICES.

### Obligations of Owner:

- Provide one - 8 foot table with black tablecloth and 4 folding chairs for informational table

### Owner will be responsible for providing the following services and/or benefits to Organizer:

#### Owner Production/Construction of Materials Responsibilities:

N/A

#### Owner Installation of Materials Responsibilities:

one - 8 ft table with tablecloth and 4 chairs

#### Owner Maintenance of Materials Responsibilities:

N/A

#### Owner Removal of Materials Responsibilities:

one - 8 ft table with tablecloth and 4 chairs

#### Owner Return of Materials Responsibilities:

N/A

|   |     |  |
|---|-----|--|
| <b>Number of Electrical Outlets Required:</b> | 1   | <b>Descriptions of Electrical Outlets Required:</b><br>N/A |
| <b>Number of Tables Required:</b>             | 1   | <b>Description of Tables Required:</b><br>N/A              |
| <b>Number of Chairs Required:</b>             | 4   | <b>Description of Chairs Required:</b><br>N/A              |
| <b>Number of Security Guards Required:</b>    | 0   | <b>Description of Security Guards Required:</b><br>N/A     |
| <b>Number of Platforms/Stages Required:</b>   | 0   | <b>Description of Platforms/Stages Required:</b><br>N/A    |
| <b>Table Skirting Required:</b>               | n/a |  |

### Obligations of Organizer:

- Provide a certificate of insurance meeting the Columbia Mall requirements
- Provide all informational handouts, paperwork, and visual aids
- Responsible for staffing the information table each event date
- Will clean up everything when event is over

### Organizer will be responsible for providing the following services and/or benefits to Owner:

#### Organizer Production/Construction of Materials Responsibilities:

all event supplies

#### Organizer Installation of Materials Responsibilities:

all event supplies

#### Organizer Maintenance of Materials Responsibilities:

all event supplies

#### Organizer Removal of Materials Responsibilities:

all event supplies

#### Organizer Return of Materials Responsibilities:

N/A

# Brookfield

## Properties

### 9. NOTICE ADDRESSES.

(a) Owner:  
c/o Brookfield Properties Retail Inc.  
350 N. Orleans St. Suite 300  
Chicago, IL 60654-1607  
Attn: VP, Strategic Partnership

With copy to:  
Brookfield Properties Retail Inc.  
350 N. Orleans St. Suite 300  
Chicago, IL 60654-1607  
Attn: Legal Department - Corporate Contracts and  
Securities

(b) Organizer:  
County Of Boone  
801 E WALNUT  
COLUMBIA, Missouri 65201  
FEIN: 436000349  
Phone: 573-554-7900

# Brookfield Properties

## EXHIBIT B INSURANCE REQUIREMENTS

### REQUIRED INSURANCE.

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

#### General Liability

\$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows

| Type of event                | Standard GL Occurrence / Aggregate Requirement |
|------------------------------|--|
| Dances                       | \$1,000,000 / \$3,000,000                      |
| Petting Zoos                 | \$1,000,000 / \$3,000,000                      |
| Vehicle Display Events       | \$1,000,000 / \$3,000,000                      |
| Vehicle Driven Events        | \$2,000,000 / \$5,000,000                      |
| Food Truck Events            | \$2,000,000 / \$5,000,000                      |
| Specialty Markets            | \$2,000,000 / \$5,000,000                      |
| Walks/Races                  | \$2,000,000 / \$5,000,000                      |
| Carnivals                    | \$5,000,000 / \$5,000,000                      |
| Circuses                     | \$5,000,000 / \$5,000,000                      |
| Concerts (> 1500 attendees)  | \$5,000,000 / \$5,000,000                      |
| Dunk Tank                    | \$5,000,000 / \$5,000,000                      |
| Rock Climbing                | \$5,000,000 / \$5,000,000                      |
| E-cycling                    | \$2,000,000 / \$2,000,000                      |
| Medical Testing/Consultation | \$1,000,000 / \$2,000,000                      |
| Health Screenings            | \$1,000,000 / \$2,000,000                      |
| Shots**(i.e. flu, etc.)      | \$1,000,000 / \$3,000,000                      |

Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

#### Professional Liability (Medical Malpractice)

|                              |                           |
|------------------------------|---------------------------|
| Medical Testing/Consultation | \$1,000,000 / \$3,000,000 |
| Health Screenings            | \$1,000,000 / \$3,000,000 |
| Shots**(i.e. flu, etc.)      | \$1,000,000 / \$3,000,000 |

\*\* Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).

#### Automobile Liability

\$1,000,000 Combined Single Limit

#### Workers' Compensation Employers' Liability

Statutory

|    |                                  |
|----|----------------------------------|
| OR | \$500,000 Each Accident          |
|    | \$500,000 Disease, Policy Limit  |
|    | \$500,000 Disease, Each Employee |

#### (for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability

Evidence of Monopolistic State Coverage  
\$500,000 Occurrence/Aggregate

#### Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form

Not Less Than \$5,000,000 Per Occurrence

#### Excess Liability: (if alcohol is served)

This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract.

Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

# Brookfield

## Properties

### POLICY REQUIREMENTS.

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", Brookfield Properties Retail Holding LLC, Brookfield Properties Retail Inc. and Shopping Center Owner Entity (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.



107-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 11th day of April 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 award Amendment #1 to Contract C000509 using Cooperative Contract 2022118 for Offender Monitoring Products, Services and Solutions for the 13<sup>th</sup> Circuit Court Clerk's Office with BI Incorporated of Boulder, Colorado.

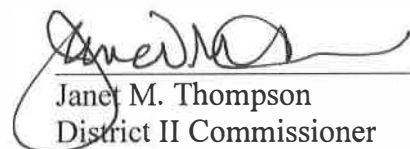
Done this 11<sup>th</sup> day of April 2023.

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 Purchasing

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



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: March 21, 2023  
RE: Amendment #1 to Contract C000509, Cooperative Contract 2022118 –  
Offender Monitoring Products, Services and Solutions for the 13<sup>th</sup> Circuit  
Court Clerk's Office

Purchasing requests approval for Amendment #1 to contract C000509, awarded from cooperative contract 2022118 for Offender Monitoring Products, Services and Solutions with BI Incorporated of Boulder, Colorado. Amendment #1 updates pricing for one of the products under contract, "SmartLINK." The original contract was established December 08, 2022 through Commission Order 570-2022.

This is a Term and Supply contract. Payments by the 13<sup>th</sup> Circuit Court will reference the following coding: 1210 – GF Court Operations/71600 – Equipment Leases & Meter Charges; 1241 – GF Juvenile Office/71600 - Equipment Leases & Meter Charges; 1243 – GF Juvenile Grants/71600 - Equipment Leases & Meter Charges.

/lp

c: Contract File

Date: 04.11.23

**CONTRACT AMENDMENT NUMBER ONE  
OFFENDER MONITORING PRODUCTS, SERVICES, AND SOLUTIONS**

The Agreement **County Contract C000509**, awarded from cooperative contract **2022118**, dated December 08, 2022 made by and between Boone County, Missouri and **BI Incorporated** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. **REPLACE** "SmartLINK" pricing in the original contract with the following:

| SmartLINK Options                      | With BI EM Charge | Without BI EM Charge |              |         |
|--|-------------------|----------------------|--------------|---------|
| Number of Clients                      | Unlimited         | 1-1,000              | 1,001 -9,999 | 10,000+ |
| Connect                                | No Charge         | \$0.25               | \$0.15       | \$0.10  |
| Report                                 | \$0.25            | \$0.50               | \$0.40       | \$0.35  |
| Verify                                 | \$0.50            | \$0.75               | \$0.65       | \$0.60  |
| <b>Video Conferencing (15 Minutes)</b> | \$0.35            | \$0.35               | \$0.35       | \$0.35  |

- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**BI INCORPORATED**

by DocuSigned by:  
Danna Casland  
69E380A868FE4C5  
title VP, Finance

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

DocuSigned by:  
K. K. K.  
57400BED98434D4  
Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
A. Johnson  
7D71DEAEB9D74DD  
County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L. Lannon  
D267E242BFB948C  
County Clerk

**AUDITOR'S CERTIFICATION:**

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

1210/71600; 1241/71600; 1243/71600 - Term & Supply

DocuSigned by:  
Kyle Pisman by HR  
No Encumbrance Required  
EB91DB24AAAC49D

3/21/2023

Signature

Date

Appropriation Account

168-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

April Session of the April Adjourned

Term. 20 23

In the County Commission of said county, on the 11th day of April 20 23


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


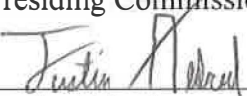
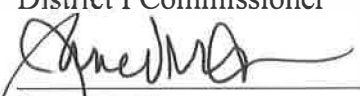
Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Commission Chambers by Central Missouri Jack and Jill of America, Inc. on April 16, 2023 from 1:00pm until 5:00pm.

The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon that 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 11<sup>th</sup> day of April 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 Jack and Jill of America, Inc.

Address: 4103 Gold Star Court

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code 65202

Phone: 6015195832 Website: https://www.jackandjillinc.org/chapter/centralmissouri/

Individual Requesting Use: Chiquita Chanay Position in Organization: President

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

Event: Chapter Meeting

Description of Use (ex. Speaker, meeting, reception): Monthly meeting to discuss chapter business/operations

Date(s) of Use: April 16, 2023

Start Time of Setup: 1:00 pm AM/PM Start Time of Event: 2:00 pm

End Time of Event: 4:30 pm AM/PM End Time of Cleanup: 5:00 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: Chiquita Chanay, President

Phone Number: 6015195832 Date of Application: 4/3/2023

Email Address: cchanay07@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](mailto: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

DATE: 4/11/2023

BOONE COUNTY, MISSOURI

Keb  
County Commissioner