



BOONVILLE

City of Boonville

Council Meeting Agenda

March 1, 2021

7:00 p.m.

City Council Chambers

525 E. Spring Street

Boonville MO 65233

- Meeting will be open to the public; however, social distancing will be practiced. If you feel unwell or have the following symptoms (fever, cough, or shortness of breath) please do not enter. You may view the live stream of the meeting at <https://www.youtube.com/user/cityofboonvillemo> and on channel 3 with Suddenlink Cable TV.
 - If you are unable to attend the meeting due to an illness, and you have a public comment that you would like to present to the council, please contact Teresa Studley, City Clerk, before 4pm on the day of the Council Meeting, at (660) 882-2332 or by email at teresa.studley@boonville-mo.org. Your statement will be read during the hearing of citizens' comments.
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I. Call to order – Pledge and Prayer (Morris Carter)

II. Roll call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the February 16, 2021 Council Meeting

V. Consent Items.

- a) Consider Pay Request Order No. 2 from Concrete Solution, LLC in the amount of \$10,515.80 for 11th Street Stormwater Improvements 2020

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) None.

VIII. New Business

- A) First Reading of Bill No. 2021-003 Removing One-way Traffic Restriction on Rear Sixth Street

- B) First Reading of Bill No. 2021-004 Amending Solid Waste Collection Fees**
- C) First Reading of Bill No. 2021-005 Changing Rates to be Paid for Water and Water Services**
- D) First Reading of Bill No. 2021-006 Changing Rates to be Paid for Wastewater Services**
- E) First Reading of Bill No. 2021-007 Amending Ordinances to Set Forth Policy Prohibiting Conflicts of Interest**
- F) First Reading of Bill No. 2021-008 Approving the Budget for Fiscal Year 2021-2022**
- G) First Reading of Bill No. 2021-009 Approving Annexation for Fox Hollow Subdivision**
- H) First Reading of Bill No. 2021-010 Approving Project and Preliminary Site Plan for Fox Hollow Subdivision**
- I) First Reading of Bill No. 2021-011 Approving Rezoning Application of Boone Point Subdivision**
- J) First Reading of Bill No. 2021-012 Approving Project and Preliminary Site Plan for Boone Point Subdivision**
- K) First Reading of Bill No. 2021-013 Lease Agreements for Concession Services on City Properties**

IX. Reports of Standing Committees

- A) Housing Authority – February 10, 2021 (Morris Carter)**
- B) Board of Public Works – February 25, 2021 (Curtis Robertson)**

X. Reports of City Officials

- A) City Administrator**
- B) Mayor**
 - Committee Appointments
- C) City Clerk**

XI. Miscellaneous

XII. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at (660) 882-2332 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting Minutes
February 16, 2021

The Boonville City Council met in Regular Session on February 16, 2021 at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Ned Beach, Mayor; Kate Fjell, City Administrator; Teresa Studley, City Clerk; and Randy Ayers, Sergeant at Arms. Doug Abele, Interim City Counselor, was absent.

NOTICE POSTED: Wednesday, February 11, 2021 at 10:58 a.m.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order and Theresa Hurt led the prayer, after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present, sitting distantly from each other: Theresa Hurt, Morris Carter, Whitney Venable, Albert Turner, Michael Stock, Steve Young, Susan Meadows, and Curtis Robertson.

Mr. Venable moved, and Ms. Meadows seconded the motion to amend the Council Meeting agenda by removing New Business Item B, regarding a Consideration of Resolution R2021-02 Disqualifying apparent low bidder and approving an agreement with BP Patterson for the Kemper Library Parking Lot Improvements. Ms. Fjell stated that there has been more information that has been brought forward and we need further time to prepare for this item. With no questions, roll call was taken. Ayes: Hurt, Carter, Venable, Turner, Stock, Young, Meadows, and Robertson. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE FEBRUARY 1, 2021 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Mr. Stock seconded the motion for approval of the ordinance. With no questions, roll call was taken. Ayes: Hurt, Carter, Venable, Turner, Stock, Young, Meadows, and Robertson. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

UNFINISHED BUSINESS

None.

NEW BUSINESS

RECEIVE REQUEST FROM CITY ATTORNEY FOR SUPPLEMENTAL FUNDING

Mayor Beach stated that this is the same format that was established on the City Attorney's previous requests. Mr. Venable moved, and Ms. Meadows seconded the motion to approve the supplemental funding for 3rd quarter of Fiscal Year 2020-2021 for \$6,088.90 submitted by the City Attorney, Brad Wooldridge. Mr. Turner inquired if this was the last one. Ms. Fjell stated that there will be one more coming for the 4th quarter. Kate informed the Council that the city has paid out approximately \$40,000 to the city attorney and the city has taken in approximately \$66,000 in fines. Roll call was taken. Ayes: Hurt, Carter, Venable, Turner, Stock, Young, Meadows, and Robertson. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

REPORTS OF STANDING COMMITTEES

INDUSTRIAL DEVELOPMENT AUTHORITY – MARCH 4, 2020

Mr. Young stated that he attended the meeting, and the minutes are available for review in the packet.

STREET, ALLEY, AND SANITATION BOARD – JANUARY 27, 2021

Mr. Young stated that he attended the meeting. The minutes are available for review in the packet. Mr. Turner inquired what Mr. Williamson's concerns were regarding the arrows on Highland Drive. Mr. Young stated that Mr. Williamson feels like the arrows are unnecessary and it makes it look like a Wal-Mart parking lot.

POLICE BOARD – FEBRUARY 8, 2021

Ms. Hurt reported that she was not at the meeting. The minutes are available in the council packet.

PLANNING AND ZONING COMMISSION – FEBRUARY 9, 2021

Mr. Venable reported that he was at the meeting. The commission learned about two possible subdivisions that may be coming to Boonville. The minutes are available in the council packet. Mr. Venable stated that they have set a public hearing for Boone Point's requested zoning changes for Tuesday, March 9, 2021 at 6:00 p.m.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Ms. Fjell stated that Council needs to set a time for a public hearing set for the annexation request for Fox Hollow subdivision.

Mr. Carter moved, and Ms. Hurt seconded the motion to have a public hearing on March 15, 2021 at 7:00 p.m. With no questions, roll call was taken. Ayes: Hurt, Carter, Venable, Turner, Stock, Young, Meadows, and Robertson. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

Ms. Fjell stated that if anyone had any questions regarding the budget, she is welcome for discussion. There were no questions. Mayor Beach added that if anyone would rather, they may call Ms. Fjell as well.

MAYOR

No report was offered.

CITY CLERK

No report was offered.

MISCELLANEOUS

Mr. Carter inquired if Council was alright with the social distancing of the seats, or would they rather be moved to their original seating assignments where they can be heard. Mr. Venable stated that Council voted for masks and social distancing at a previous meeting with a resolution. Mr. Carter inquired if it was just a vote where masks were required. Ms. Fjell responded that Council recommended social distancing. Mr. Young stated that he would feel safer if the people over the age of 65 had their vaccinations. Ms. Meadows agreed with Mr. Young. She feels that once everyone gets vaccinated, she would feel more comfortable. There was brief discussion by Council. Ms. Fjell stated that we can revisit this discussion in April.

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Stock seconded the motion to adjourn at 7:17 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Ned Beach, Mayor

APPLICATION AND CERTIFICATE FOR PAYMENT (PAY ESTIMATE)

Original _____ of 6
Page 1 of 2

PROJECT NAME: 11th Street Stormwater Improvements 2020

CONTRACTOR: Concrete Solution, LLC

APPLICATION NO: 2

PROJECT NO: 454-277

OWNER: City of Boonville MO

APPLICATION DATE: 3-Feb-21

PERIOD FROM:

ORIGINAL CONTRACT SUM: \$47,808.00

NET CHANGE BY CHANGE ORDERS: \$2,675.00

CONTRACT SUM TO DATE: \$50,483.00

TOTAL COMPLETED & STORED TO DATE: \$50,483.00

RETAINAGE 10%: _____

TOTAL EARNED LESS RETAINAGE: \$50,483.00

LESS PREVIOUS CERTIFICATES OF PAYMENT: \$39,967.20

CURRENT PAYMENT DUE: \$10,515.80

CONTRACT TIME LIMIT DATE: February 4, 2021

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	1/21/2021	\$2,675.00	
TOTALS		\$2,675.00	\$0.00

NET CHANGE BY CHANGE ORDERS: \$2,675.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF \$10,515.80.
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONTRACTOR:

OWNER:

ENGINEER:

BY: [Signature]

BY: _____

BY: [Signature]

DATE: 2/23/21



MECO ENGINEERING COMPANY, INC.
ENGINEERS * SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109

(573)693-5558

ORDINANCE APPROPRIATING MONEY

Be it Ordained by the Council of the City of Boonville as follows:

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **March 1, 2021** the sum of **\$372,617.01**

General Fund	\$133,109.58
Sanitation	\$46,458.49
CIP Tax	\$49,301.88
Water Works	\$91,044.86
Capital Projects	\$0.00
Waste Water	\$36,693.11
Tourism	\$8,885.34
Gaming	\$285.00
Parks/Water	\$0.00
Kemper Sales Tax	\$4,705.45
Economic Development Projects	\$2,133.30

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$372,617.01** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **March 1, 2021** read for the second time this **March 1, 2021** since a copy was made available prior to the meeting.

Approved **March 1, 2021** _____
Mayor

Endorsed **March 1, 2021** : I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

BILL NO. 2021-003

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, REMOVING AN EXISTING ONE-WAY TRAFFIC RESTRICTION ON REAR SIXTH STREET, SOUTHBOUND, BETWEEN LOCUST AND SPRUCE STREETS AND REINSTATING TWO-WAY TRAFFIC FLOW ON SAID PORTION OF REAR SIXTH STREET; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS: The Street, Alley and Sanitation Board has reviewed and continues to review the relevance of existing One-Way traffic restrictions established on the City of Boonville street system; and

WHEREAS: The existing One-Way traffic restriction on Rear Sixth Street, southbound, between Locust and Spruce Streets has become a hindrance to the safe and orderly circulation of traffic.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the One-Way traffic restriction on Rear Sixth Street, southbound, between Locust and Spruce Streets be hereby disestablished and removed.

SECTION 2: That two-way traffic flow be hereby reinstated and allowed on this portion of Rear Sixth Street.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: MARCH 1, 2021

READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH 2021, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

APPROVED THIS 15TH DAY OF MARCH 2021.

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING CERTAIN PARTS OF CHAPTER 21, ARTICLE V, SECTION 21-181 RELATING TO SOLID WASTE COLLECTION FEES; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS: The City of Boonville has recently been notified of a cost increase by their solid waste provider as allowed by their contract which necessitates a rate increase; and

WHEREAS: The solid waste provider is entitled to a fuel surcharge by their contract which will be a variable charge administered separately; and

WHEREAS: The City of Boonville's solid waste collection and disposal function is operated within the Sanitation Fund is operated as an enterprise operation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That Section 21-181 Collection Fees, parts (a), (b), (c), (d) and (e) is hereby amended to read as follows:

DIVISION 4: SOLID WASTE DISPOSAL

Sec. 21-181 Collection Fees

(a) The service fee for each **residential unit** served (including two and three unit occupancies) shall be **eighteen dollars and sixty-eight cents (\$18.68)** per month.

(b) The service fee for **multi-family dwellings receiving hand pick-ups**, shall be based on the number of units and frequency of pick-up as set forth in the following chart. As used in Sections (b) and (d) a multi-family dwelling is any dwelling equal to or exceeding four (4) units.

Per Unit / Hand Pick-Up Frequency of Pick-Up (Times / Week)

One	Two	Three	Four	Five
18.68	25.92	36.07	46.20	56.35

(c) The service fee for **commercial users receiving hand pick-ups** shall be as set forth in the following table depending upon the frequency of pick-ups per week. As used in Section (c) and (d), a commercial user is

deemed to include commercial, retail, wholesale, industrial, institutional, manufacturing and all other non-residential categories.

Frequency of Pick-up (Times / Week)

One	Two	Three	Four	Five
23.71	43.76	61.57	80.68	99.86

(d) The service fee for **multi-family dwellings and commercial users receiving containerized service** will be based on size of container and frequency of service per week as set forth in the following table:

Containerized Service - Frequency of Pick-up (Times/Week)

One	Two	Three	Four	Five
<i>Containerized Service – 1.0 Cubic Yard</i>				
51.71	82.44	111.25	139.61	169.94
<i>Containerized Service – 1.5 Cubic Yard</i>				
67.12	97.96	127.77	155.47	185.15
<i>Containerized Service – 2.0 Cubic Yard</i>				
82.44	123.46	173.17	198.81	239.79
<i>Containerized Service – 3.0 Cubic Yard</i>				
112.88	174.01	233.24	288.32	349.03
<i>Containerized Service – 4.0 Cubic Yard</i>				
143.29	201.19	267.16	323.24	386.96
<i>Containerized Service – 6.0 Cubic Yard</i>				
184.57	287.87	391.36	478.02	576.68

(e) In addition to the service fees set out in Section 21-181(a), (b), (c) and (d), there is also authorized and imposed a fuel surcharge fee per sanitation unit. The fee will be variable by quarter, calculated by city staff and the service provider as set forth in the service provider's contract with the city.

SECTION 2: Parts (f), (g), (h), (i), and (j) of Section 21-181 are hereby affirmed and retained.

SECTION 3: This ordinance shall take effect and be in force with the first normal billing cycle in April 2021.

SECTION 4: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: March 1, 2021

**READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH 2021
AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR
PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.**

APPROVED THIS 15TH DAY OF MARCH 2021.

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk

BILL NO. 2021-005

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE CODE OF GENERAL ORDINANCES SECTION 21-157 (a)(4)(c), CHANGING RATES TO BE CHARGED FOR WATER AND WATER SERVICE, PROVIDING AN EFFECTIVE DATE THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

WHEREAS, The City of Boonville, Missouri has outstanding water system revenue bonds which contain covenants pertaining to minimum system revenues; and

WHEREAS, The City must pay all expenses associated with said water system and charge the users of said system accordingly;

NOW, THEREFORE, BE IT ORDAINED BY, the City Council of the City of Boonville, Missouri as follows:

Section 1: That Section 21-157 (a)(4)(c) is hereby repealed in its entirety

Section 2: That a new Section 21-157 (a)(4)(c) is hereby adopted to read as follows:

Effective April 1, 2021

1. For the first one thousand (1,000) gallons of water consumed each month: the amount shall be appropriate minimum monthly water rate charge given below.
2. For the next nine thousand (9,000) gallons of water consumed each month: at a rate of \$7.38 per each one thousand (1,000) gallons.
3. For the next forty thousand (40,000) gallons of water consumed each month: at a rate of \$5.75 per each one thousand (1,000) gallons.
4. For the next actual usage: \$5.24 per each one thousand (1,000) gallons.

Minimum Charges

<i>Meter Size (inches)</i>	<i>Minimum Monthly Charge</i>
$\frac{5}{8}$ and $\frac{3}{4}$	\$ 26.73
1.....	45.33
1½.....	76.73

2.....	115.08
3.....	203.43
4.....	330.13
6.....	646.33

The preceding rates set forth herein shall become effective for bills mailed April 1, 2021 and after.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL.

FIRST READING: MARCH 1, 2021

READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH, 2021, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

APPROVED THIS 15TH DAY OF MARCH, 2021.

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE CODE OF GENERAL ORDINANCES SECTION 21-148(d)(3), CHANGING RATES TO BE CHARGED FOR WASTEWATER SERVICE, PROVIDING AN EFFECTIVE DATE THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

SECTION 1: That Section 21-148 (d) (1) and (3) of the Code of General Ordinances is hereby repealed in its entirety.

SECTION 2: That a new Section 21-148 (d) (1) and (3) of the Code of General Ordinances is hereby adopted to read as follows:

Sec 21-148 (d) (1) and (3) *Basis, amount of charges.* Each user shall pay for the services provided by the city based on his use of the treatment works as determined by water meter(s) acceptable to the city.

(1) For residential contributors, monthly user charges will be based on average monthly water usage during the months of October, November, December, January, February and March. If a residential contributor has not established an October, November, December, January, February and March average, his monthly user charge shall be set at 4000 gallons per month until the next annual customer averages are implemented.

(3) **Effective April 1, 2021** the fixed charge per month shall be twenty-two dollars and zero cents (\$22.00) per meter. In addition, each contributor shall pay a commodity charge for operations and maintenance including replacement of eight dollars and twenty-four cents (\$8.24) per one thousand (1,000) gallons of metered water (or wastewater). The minimum charge shall be thirty dollars and twenty-four cents (\$30.24) per month.

SECTION 3: That the rates set forth herein, shall become effective for bills mailed after April 1, 2021.

SECTION 4: This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: MARCH 1, 2021

READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH, 2021, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

Ned Beach, Mayor

APPROVED THIS 15TH DAY OF MARCH, 2021.

ATTEST:

Teresa Studley, City Clerk

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

SECTION 2: Conflicts of Interest. The mayor or any member of the City Council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the City Council the nature of his/her interest and shall disqualify himself/herself from voting on any matters relating to this interest.

SECTION 3: Disclosure Reports. Each elected official, the chief administrative officer, the chief purchasing officer, and the general counsel (if employed full-time) shall disclose the following information by May 1, if any such transactions were engaged in during the previous calendar year:

- a. For such person, and all such persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and,
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

- c. The chief administrative officer and the chief purchasing officer also shall disclose by May 1 for the previous calendar year the following information:
 1. The name and address of each of the employees of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he/she owned; the name, address, and the general nature of the business conducted of each partnership and joint venture in which he/she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held limited liability corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests.
 3. The name and address of each corporation for which such person served in the capacity of a director, officer, receiver, employee, agent, or consultant.

SECTION 4: Filing of Reports. The reports, in the attached format, shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION 5: When Filed. The financial interest statements shall be filed at the following time, but no person is required to file more than one financial interest statement in any calendar year:

- a. Each person appointed to office shall file the statement within thirty days of such appointment or employment;
- b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

SECTION 6: Filing of Ordinance. The City Clerk shall send a certified copy of this Ordinance to the Missouri Ethics Commission within ten days of its adoption.

SECTION 7: Effective Date. This Ordinance shall be in full force and in effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

FIRST READING: MARCH 1, 2021

READ FOR THE SECOND TIME AND PASSED THIS 15th DAY OF MARCH 2021 AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

APPROVED THIS 15th DAY OF MARCH 2021.

ATTEST:

Ned Beach, Mayor

Teresa Studley, City Clerk

BILL NO. 2021-008

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING THE BUDGET FOR THE CITY OF BOONVILLE, MISSOURI, FOR THE PERIOD OF APRIL 1, 2021 THROUGH MARCH 31, 2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: The Budget for the City of Boonville, for the year beginning April 1, 2021 and ending March 31, 2022, attached hereto as **Exhibit A**, is hereby approved and accepted.

SECTION 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: MARCH 1, 2021.

READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH 2021, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

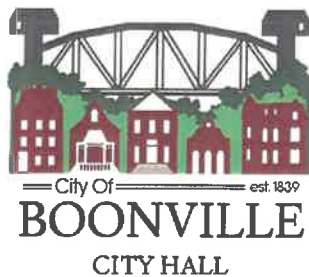
President of the Council

APPROVED THIS 15TH DAY OF MARCH, 2021

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk



February 24, 2021

To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: Fox Hollow subdivision update and time frame

I want to share the next steps regarding the proposed Fox Hollow subdivision. We have moved from setting the table to consider a TIF proposal (big picture) to considering a TIF proposal (specific). As a recap, for the last couple months, we have created a TIF Commission, brought on consultants to assist us in creating TIF policies and adopting TIF policy and procedure.

There are 2 tracks that we are currently on. I will give you an outline on each.

1. Planning and Zoning: Annexation, Zoning and Preliminary Plat

On the agenda tonight is the 1st reading of a) approving annexation and zoning and b) approving the preliminary site plan.

There will be a public hearing at the March 9, 2021 P&Z Meeting for the zoning consideration of Fox Hollow. There will be public hearing for the annexation at City Council on the March 15, 2021 meeting. The second reading of the above items is scheduled for March 15th. The third reading and vote on annexation is scheduled for April 5, 2021.

Also, on the April 5, 2021 agenda will be a de-annexation agreement. This agreement is necessary because if TIF is not approved, then the property will go back into the County for development.

The annexation is necessary for the City to have the authority to consider the TIF application. **The TIF commission will not set a meeting until the annexation is approved.**

2. TIF Proposal and Consideration

The City has advertised the Request for Proposal (RFP) for redevelopment in the defined area. This is required by state statute. The RFP is due by March 1, 2021.

We have also sent letter to all the taxing jurisdictions asking for names appointed to the TIF Commission. As a reminder, the City appoints 6, Boonville schools appoints 2, County appoints 2, and the other taxing jurisdictions appoint 1 (other taxing jurisdictions: Library, Public Health, Ambulance, SB 40 Board). Likely, the Mayor will have names for consideration of the TIF commission (City appointees) at the March 15 meeting for review and approval.

Once the property is annexed into the City, the TIF commission will have their initial meeting. The early meetings will be used to educate members on TIF, the process, and the City's policies. Then there will be a presentation on the proposed project. The TIF commission will call a public hearing to take comment on the



project. There is a 45-day required notice period for the public hearing. Following the hearing, the TIF Commission will take up the issue of recommending or not recommending the project to Council.

There is then a 14 day waiting period between the TIF Commission vote and the City Council considering the issue. If the TIF Commission recommends the project, then Council can approve with a simple majority. If the TIF Commission does not recommend the project then Council can approve only with a super majority.

Like all ordinances there will be a 1st reading and 2nd reading approving the development agreements. If the council desires, there can be a 3rd reading on the development agreement.

In terms of timing, I anticipate the development agreement coming to Council for consideration in June/July.

DATE _____

BILL NO. 2021-009

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI ANNEXING CERTAIN CONTIGUOUS TERRITORY OWNED BY TROY THURMAN CONSTRUCTION CO., INC. , A MISSOURI CORPORATION DOING BUSINESS IN COOPER COUNTY, MISSOURI, INTO THE CITY OF BOONVILLE, MISSOURI; ZONING THE PROPERTY AS R-1, R-3, AND R-A RESIDENTIAL, AS HEREAFTER SET OUT; PROVIDING AN EFFECTIVE DATE THEREFOR, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, a verified petition, herein attached as “**EXHIBIT A**” and made a part hereof by reference, signed by all the owners of the real estate hereinafter described, consisting of approximately 216.81 acres, more or less, (hereinafter the “Property”) requesting annexation of said territory into the City of Boonville, Missouri, was filed with the City Clerk on the 27th day of January, 2021; and

WHEREAS, Troy Thurman Construction Co., Inc. (hereinafter the “Owner”) is the sole owner of the Property described in the petition, which Property is presently unoccupied; and

WHEREAS, the Property is not now part of any incorporated municipality; and

WHEREAS, said Property is both contiguous and compact to the present corporate limits of the City of Boonville, Missouri; and

WHEREAS, contemporaneously with the filing of the said petition requesting annexation into the City of Boonville, the Owner filed an application with the City Planning and Zoning Commission, requesting certain designated portions of the Property to be placed in R-1, R-3, and R-A Residential Zoning Districts, respectively, as shown and described in the petition, hereto attached and incorporated by reference; and

WHEREAS, the Planning and Zoning Commission reviewed and approved the zoning application to place various portions of the Property in said R-1, R-3, and R-A Residential Districts, respectively, as described in such application; and

WHEREAS, presentation and public hearings of the application for zoning and verified petition for voluntary annexation concerning said matters were held at the City Council Chambers in Boonville, Missouri on March 9, 2021 at 6:00 PM before the Planning and Zoning Commission and on March 15, 2021 at 7:00 PM before the City Council; and

WHEREAS, notices of said Public Hearings were given by publication of notice thereof on February 10, 2021 and February 22, 2021 in the Columbia Daily Tribune, a daily newspaper of general circulation in Cooper County, Missouri, and to the owners of property within 185 feet by certified mail or personal service; and

WHEREAS, at said Public Hearings, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed zoning and annexation requests; and

WHEREAS, no written objections to the proposed annexation was filed with the City Council or the City of Boonville, Missouri within fourteen days after the public hearing thereon; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation; and

WHEREAS, the City Council of the City of Boonville, Missouri does find and determine that said annexation is reasonable and necessary to the proper development of the City of Boonville.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

SECTION 1: Pursuant to the provisions of Section 71.012, RSMo., as amended, the Property described in **EXHIBIT “A,”** hereto attached and incorporated by reference and made a part hereof, is hereby annexed into the City of Boonville, Missouri.

SECTION 2: the boundaries of the City of Boonville, Missouri are hereby altered so as to encompass the real estate described and set forth in **EXHIBIT “A”** lying contiguous and compact to the present corporate limits.

SECTION 3: The City Council of the City of Boonville, Missouri does place this Property in Zoning Districts R-1, R-3, and R-A Residential, respectively, as designated and described in the petition approved by the City Planning and Zoning Commission.

SECTION 4: this Property will be placed in Ward 4 of the City of Boonville, Missouri.

SECTION 5: The City Clerk of the City of Boonville is hereby ordered to cause three certified copies of this ordinance to be filed with the Cooper County Clerk, one copy recorded with the Cooper County Recorder of Deeds and one copy forwarded to the City Engineer for updating the City maps and boundaries.

SECTION 6: This ordinance shall take effect and be in full force from and after its passage and approval.

FIRST READING: MARCH 1, 2021

SECOND READING: MARCH 15, 2021

READ FOR THE THIRD TIME AND PASSED ON THIS 5TH DAY OF APRIL, 2021, AFTER A COPY OF THIS ORDINANCE AND EXHIBITS REFERENCED HEREIN HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION FOLLOWING ITS FIRST READING AND SECOND READING AND PUBLIC HEARINGS ON THE ZONING AND ANNEXATION WERE PROPERLY HELD.

PRESIDENT OF THE COUNCIL

APPROVED THIS 5TH DAY OF APRIL, 2021

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK



RECEIVED

1/27/2021

1:45PM TS

**PETITION REQUESTING ANNEXATION OF LAND
TO THE CITY OF BOONVILLE, MISSOURI AND DESIGNATION OF ZONING
CLASSIFICATIONS**

Troy Thurman Construction Co. Inc., a Missouri Corporation (the "Owner") hereby petitions the City Council of the City of Boonville, Missouri, to annex the land described below into the corporate limits of the City of Boonville, and in support of this Petition Requesting Annexation of Land to the City of Boonville, Missouri and Designation of Zoning Classifications (this "Petition"), state as follows:

1. The Owner is the sole owner of the "Property" hereafter described. The Property is presently unoccupied.

2. The Property is "contiguous" and "compact" to the existing corporate limits of the City of Boonville, Missouri (the "City").

3. The Property consists of approximately 216.81 acres. The legal description of the Property is set forth on Exhibit A to this Petition which is attached hereto and incorporated herein by this reference.

4. The Property is not now part of any incorporated municipality.

5. The tax parcel identification numbers of the Property are 09-3.0-05-000-000-009.000, 09-3.0-05-000-000-010.000 (not including the house and 15 Acres m/l; see legal description), 09-3.0-08-000-000-001.000, 09-3.0-08-000-000-021.000 and 09-3.0-004-001-020-00.

6. Contemporaneously with the filing of this Petition the Owner is requesting that the Property be placed into zoning districts R-1, R-3, and R-A under the Ordinances of the City as described and shown on Exhibit B to this Petition which is attached hereto and incorporated herein by this reference.

7. Contemporaneously with the filing of this Petition the Owner has submitted for approval by the City a Deannexation Agreement, which, in part requires the City to immediately deannex all or portions of the Property in the event that approvals related to tax increment financing are not obtained with respect to the Property.

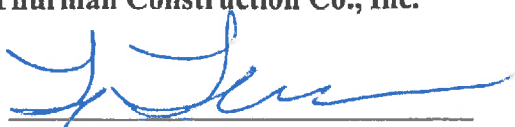
8. This Petition is conditioned and contingent upon the placement of the Property within the requested zoning district and approval of the aforementioned Deannexation Agreement. If the Property is not contemporaneously placed in the requested zoning district and the Deannexation Agreement is not approved along with the annexation thereof in such a manner as is hereby requested by the Owner, then this Petition should be considered as withdrawn.

Remainder of this page left blank intentionally – Signature page follows

IN WITNESS WHEREOF, this Petition has been executed by the duly authorized attorney and representative of the Owner on this 27th day of January, 2021.

OWNER

Troy Thurman Construction Co., Inc.

By: 

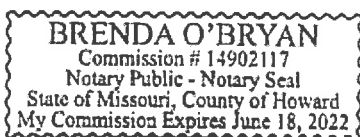
Name: Troy Thurman

Title: President

STATE OF MISSOURI)
) ss
COUNTY OF Cooper)

On this 27th day of January, 2021, before me, a Notary Public in and for said state, personally appeared Troy Thurman, known to me to be the persons described in and who executed the above petition and acknowledged that they are the President of Troy Thurman Construction Co., Inc. and that said petition was signed in behalf of said company and further acknowledged to me that they executed the same as the free act and deed of said company for the purposes therein stated and that they have been granted the authority by said company to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County and state aforesaid the day and year first above written.



Brenda O'Bryan
Notary Public

My commission expires: June 18, 2022

Exhibit A

Legal Description of the Property

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, COOPER COUNTY, MISSOURI AND BEING ALL OF THE TRACT DESCRIBED IN AN AFFIDAVIT OF SCRIVENER'S ERROR DEED OF TRUST RECORDED IN BOOK 202, PAGE 965 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEAST CORNER OF SAID DEED OF TRUST, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE FOR PEARRE LANE, THENCE WITH SAID NORTH RIGHT OF WAY LINE, N 83°33'05"W, 489.22 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 1°25'40"E, 1229.17 FEET; THENCE N 85°19'30"W, 350.41 FEET; THENCE S 83°39'25"W, 10.36 FEET; THENCE N 1°23'55"E, 78.92 FEET; THENCE N 84°16'10"W, 444.88 FEET; THENCE N 1°41'20"E, 1395.23 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE WITH SAID NORTH LINE, N 84°37'45"W, 11.57 FEET; THENCE N 3°44'20"E 1462.72 FEET; THENCE N 89°04'55"E, 307.25 FEET; THENCE N 0°49'35"E, 2663.84 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE FOR HIGHWAY 98; THENCE WITH SAID SOUTH RIGHT OF WAY LINE, S 87°57'50"E, 807.39 FEET; THENCE S 89°27'50"E, 72.81 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, S 15°37'35"W, 905.24 FEET; THENCE S 88°19'20"E, 850.08 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE WITH SAID EAST LINE, S 0°36'10"W, 3380.02 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE WITH THE EAST LINE OF SAID SECTION 8, S 1°23'45"W, 1194.63 FEET; THENCE LEAVING SAID EAST LINE, N 85°14'10"W, 512.60 FEET; THENCE S 4°45'35"W, 1505.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 216.81 ACRES.

Exhibit B

Descriptions and Depictions of Zoning Districts

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 5 AND THE EAST HALF OF SECTION 8, ALL IN TOWNSHIP 48 NORTH, RANGE 16 WEST, COOPER COUNTY, MISSOURI AND BEING PART OF THE TRACT DESCRIBED IN AN AFFIDAVIT OF SCRIVENER'S ERROR DEED OF TRUST RECORDED IN BOOK 202, PAGE 965 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

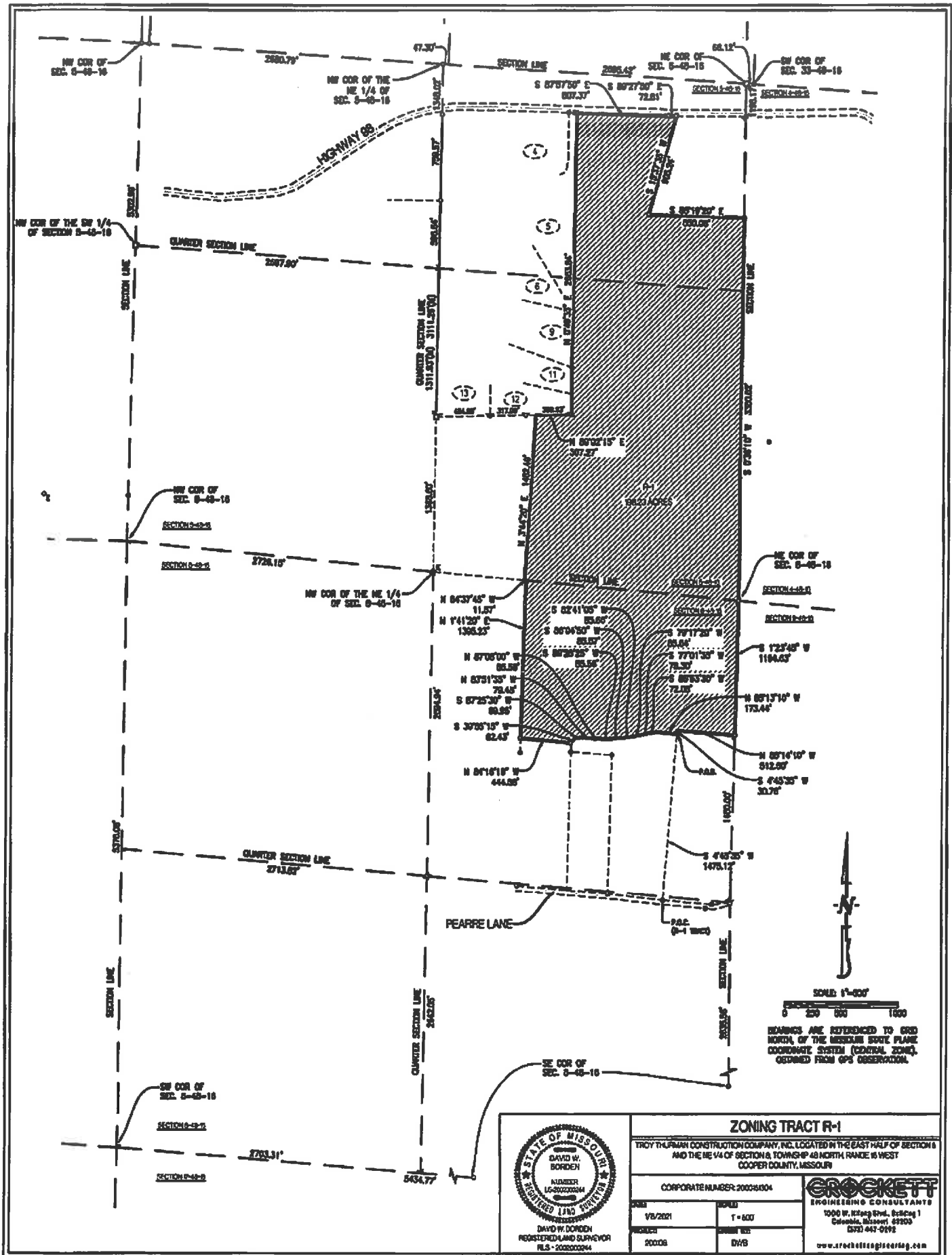
COMMENCING AT THE MOST SOUTHEAST CORNER OF SAID DEED OF TRUST, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE FOR PEARRE LANE IN SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST AND WITH THE WEST LINE OF A TRACT OF LAND DESCRIBED IN CONDEMNATION CASE NO. CV198-34CC, N 4°45'35"E, 1475.12 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID WEST LINE, N 85°13'10"W, 173.44 FEET; THENCE S 85°53'30"W, 72.08 FEET; THENCE S 77°01'35"W, 78.30 FEET; THENCE S 79°17'20"W, 85.64 FEET; THENCE S 82°41'05"W, 85.66 FEET; THENCE S 86°04'50"W, 85.57 FEET; THENCE S 89°28'25"W, 85.56 FEET; THENCE N 87°08'00"W, 85.58 FEET; THENCE N 83°51'35"W, 79.48 FEET; THENCE S 87°25'30"W, 69.95 FEET; THENCE S 39°55'15"W, 62.43 FEET; THENCE N 84°16'10"W, 444.08 FEET; THENCE N 1°41'20"E, 1395.23 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE WITH SAID NORTH LINE, N 84°37'45"W, 11.57 FEET; THENCE LEAVING SAID NORTH LINE, N 3°44'20"E, 1462.49 FEET TO THE SOUTH LINE OF HUNTER'S RIDGE PLAT RECORDED IN PLAT BOOK 7, PAGE 384, SAID POINT BEING ON THE SOUTH LINE OF LOT 12 OF SAID PLAT; THENCE WITH THE SOUTH LINE OF SAID LOT 12, N 89°02'15"E, 307.27 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WITH THE EAST LINE OF SAID HUNTER'S RIDGE PLAT, N 0°49'35"E, 2663.84 FEET TO THE SOUTH RIGHT OF WAY LINE FOR HIGHWAY 98; THENCE WITH SAID SOUTH RIGHT OF WAY LINE, S 87°57'50"E, 807.37 FEET; THENCE S 89°27'50"E, 72.81 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, S 15°37'35"W, 905.24 FEET; THENCE S 88°19'20"E, 850.08 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE WITH SAID EAST LINE, S 0°36'10"W, 3380.02 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE WITH THE EAST LINE OF SAID SECTION 8, S 1°23'45"W, 1194.63 FEET; THENCE LEAVING SAID EAST LINE AND WITH THE NORTH LINE OF SAID CONDEMNATION CASE, N 85°14'10"W, 512.60 FEET TO THE NORTHWEST CORNER THEREOF; THENCE LEAVING NORTH LINE AND WITH THE WEST LINE THEREOF, S 4°45'35"W, 30.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 198.23 ACRES.



David W. Borden
 DAVID W. BORDEN, PLS-2002000244
 1-8-2021
 DATE

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 200015304	R-1 ZONING TRACT A TRACT OF LAND LOCATED IN THE E. HALF OF S5-T48N-R16W AND E. HALF OF S8-T48N-R16W COOPER COUNTY, MISSOURI
	DATE: 1/8/2021	
	PROJECT: 200108	

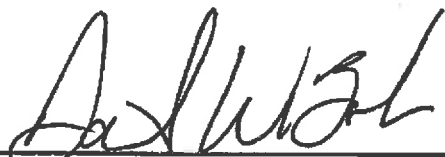


A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, COOPER COUNTY, MISSOURI AND BEING PART OF THE TRACT DESCRIBED IN AN AFFIDAVIT OF SCRIVENER'S ERROR DEED OF TRUST RECORDED IN BOOK 202, PAGE 965 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEAST CORNER OF SAID DEED OF TRUST, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE FOR PEARRE LANE IN SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST AND WITH THE WEST LINE OF A TRACT OF LAND DESCRIBED IN CONDEMNATION CASE NO. CV198-34CC, N 4°45'35"E, 547.57 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID WEST LINE, N 89°33'50"W, 519.25 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 2016, PAGE 2984; THENCE WITH SAID EAST LINE, N 1°25'40"E, 734.32 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND WITH THE NORTH LINE OF SAID TRACT, N 85°19'30"W, 350.41 FEET; THENCE S 83°39'25"W, 10.36 FEET; THENCE N 1°23'55"E, 78.92 FEET; THENCE N 39°55'15"E, 62.43 FEET; THENCE N 87°25'30"E, 69.95 FEET; THENCE S 83°51'35"E, 79.48 FEET; THENCE S 87°08'00"E, 85.58 FEET; THENCE N 89°28'25"E, 85.56 FEET; THENCE N 86°04'50"E, 85.57 FEET; THENCE N 82°41'05"E, 85.66 FEET; THENCE N 79°17'20"E, 85.64 FEET; THENCE N 77°01'35"E, 78.30 FEET; THENCE N 85°53'30"E, 72.08 FEET; THENCE S 85°13'10"E, 173.44 FEET TO THE WEST LINE OF SAID CONDEMNATION CASE TRACT; THENCE WITH SAID WEST LINE, S 4°45'35"W, 927.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.56 ACRES.




 DAVID W. BORDEN, PLS-2002000244
 1-8-2021
 DATE

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	R-3 ZONING TRACT
	DATE: 1/8/2021 PROJECT: 200108	A TRACT OF LAND LOCATED IN THE E. HALF OF S8-T48-R16W COOPER COUNTY, MISSOURI



A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, COOPER COUNTY, MISSOURI AND BEING PART OF THE TRACT DESCRIBED IN AN AFFIDAVIT OF SCRIVENER'S ERROR DEED OF TRUST RECORDED IN BOOK 202, PAGE 965 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEAST CORNER OF SAID DEED OF TRUST, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE FOR PEARRE LANE IN SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST AND WITH SAID NORTH RIGHT OF WAY LINE, N 83°33'05"W, 489.22 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE AND WITH THE EAST LINE OF A TRACT OF LAND DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 2016, PAGE 2984, N 1°25'40"E, 494.85 FEET; THENCE LEAVING SAID EAST LINE, S 89°33'50"E, 519.25 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN CONDEMNATION CASE NO. CV198-34CC; THENCE WITH SAID WEST LINE, S 4°45'35"W, 547.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.02 ACRES.



[Handwritten Signature]
 (DAVID W. BORDEN, PLS-2002000244
1-11-2021
 DATE

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	R-A ZONING TRACT
	DATE: 1/8/2021 PROJECT: 200108	A TRACT OF LAND LOCATED IN THE E HALF OF 8-T48-R16W COOPER COUNTY, MISSOURI

BILL NO. 2021-010

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FOX HOLLOW PROJECT AND PRELIMINARY SITE PLAN, LOCATED AT HWY 87 AND 98, BETWEEN HAIL RIDGE GOLF COURSE AND JESSE VIERTTEL MEMORIAL AIRPORT

WHEREAS, Thurman Construction, LLC through a professional engineer has made an application to the City of Boonville to develop Fox Hollow Subdivision in the City of Boonville; and

WHEREAS, The preliminary site plan herein attached as **Exhibit A** is subject to the standards for site plans under Appendix C, Section 2.5.5 access management; and

WHEREAS, The Planning and Zoning Commission, City Engineer, and City Staff have reviewed the preliminary site plan in detail and recommend approval of the plan, at their meeting on February 9, 2020, herein attached and incorporated by reference as **Exhibit A** with the following allowances:

1. Approval to exceed the maximum length of a terminal street in two locations of the subdivision.
2. Approval to use the low volume residential street width (28 feet) in the subdivision; and

WHEREAS, The City Council has evaluated the plans submitted according to the criteria and standards set forth in Appendix A- Subdivision regulations and Sections 2.99 and 2.100 of the Appendix C- Zoning of the Code of General Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

SECTION 1: That the Fox Hollow Subdivision project as described is hereby approved.

SECTION 2: That the preliminary site plan, as shown and indicated in **Exhibit A** attached hereto and made a part hereof, is hereby approved.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage.

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: 1st DAY OF MARCH, 2021

READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH, 2021, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 15TH DAY OF MARCH 2021.

NED BEACH, MAYOR

ATTEST:

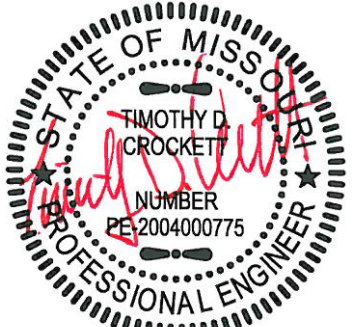
TERESA STUDLEY, CITY CLERK



LOCATION MAP
NOT TO SCALE

NOTES:

- ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 8" DIAMETER. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET.
- THIS TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN AS SHOWN BY FIRM PANELS 2905300155C, 2905300175C BOTH DATED MAY 03, 2011.
- THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
- THERE SHALL BE A 10 FOOT UTILITY EASEMENT ALONG THE SIDE OF EACH LOT ADJACENT TO STREET RIGHT-OF-WAY.
- WATER DISTRIBUTION TO BE PROVIDED BY THE CITY OF BOONVILLE.
- ELECTRIC DISTRIBUTION TO BE DETERMINED.
- LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY.
- THE CURRENT ZONING OF THIS TRACT IS R-1, R-3, R-A.
- THIS PLAT CONTAINS 216.81 ACRES.
- A SIDEWALK SHALL BE CONSTRUCTED ALONG ONE SIDE OF ALL INTERNAL STREETS UNLESS OTHERWISE NOTED.
- LOTS C1-C20 ARE COMMON LOTS AND ARE TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION AND ARE TO BE USED FOR GREENSPACE, AMENITIES AND/OR STORM WATER MANAGEMENT PURPOSES. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID BMP'S.
- THE INTENT FOR THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES.
- ALL STORM SEWER AND STORM WATER DETENTION DESIGN SHALL MEET THE DESIGN STANDARDS OF THE CITY OF BOONVILLE.
- ANY STRUCTURE OR OBJECT WITHIN THE AWOS CRITICAL AREA (E/U) 500' RADIUS SHALL NOT HAVE A TOP ELEVATION ABOVE 725' THIS INCLUDES, BUT NOT LIMITED TO ROOFS, DETACHED STRUCTURES, LANDSCAPING, FENCES, STREET LIGHT POLES, ETC.
- ANY STRUCTURE OR OBJECT WITHIN THE AWOS CRITICAL AREA (E/U) 1000' RADIUS SHALL NOT HAVE A TOP ELEVATION ABOVE 730' THIS INCLUDES, BUT NOT LIMITED TO ROOFS, DETACHED STRUCTURES, LANDSCAPING, FENCES, STREET LIGHT POLES, ETC.
- IT IS THE INTENT OF THE OWNER TO DEVELOP LOT 1 IN CONJUNCTION WITH THE ADJACENT GOLF COURSE (CLUB HOUSE).
- IT IS THE INTENT OF THE OWNER TO DEVELOP LOT 2 AS MULTI FAMILY RESIDENTIAL.
- IT IS THE INTENT OF THE OWNER TO DEDICATE LOT 3 TO THE JESSE P. VIERTEL AIRPORT/CITY OF BOONVILLE.
- IT IS THE INTENT OF THE DEVELOPER TO CONSTRUCT A PUBLIC FOOTPATH TRAIL THROUGHOUT THE DEVELOPMENT AS SHOWN. THIS TRAIL WOULD CONNECT TO THE SIDEWALK SYSTEM. EXACT LOCATION TO BE DETERMINED DURING CONSTRUCTION. MATERIAL SHALL BE DIRT AND NOT BE REQUIRED TO BE PAVED OR GRANULAR.
- THIS PLAT DEDICATES 20% OF THE TOTAL AREA TO OPEN SPACE.



01/25/2021

TIMOTHY D. CROCKETT - PE-2004000775

PREPARED BY:

CROCKETT
ENGINEERING CONSULTANTS

1000 W. Nifong Blvd., Bldg. 1
Columbia, Missouri 65203
(573) 441-0092

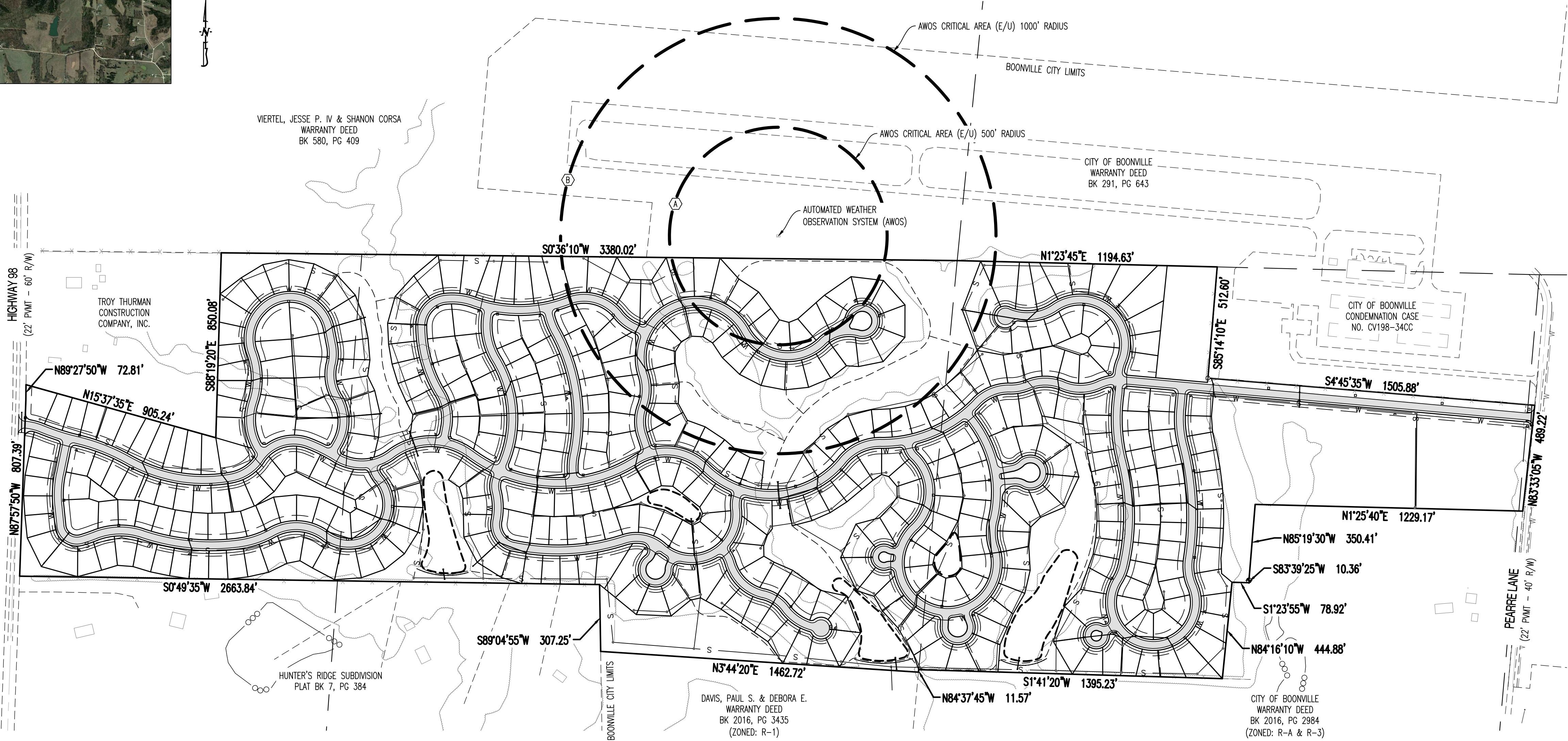
www.crockettengineering.com

Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
*0000151001

PRELIMINARY PLAT
FOR
FOX HOLLOW SUBDIVISION

A TRACT LOCATED IN SECTION 5, TOWNSHIP 48 NORTH, RANGE 16 WEST AND
SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST,
BOONVILLE, COOPER COUNTY, MISSOURI

DEVELOPER/OWNER:
TROY THURMAN CONSTRUCTION COMPANY, INC.
15400 HWY J
BUNCETON, MO 65237



LOT PHASING:

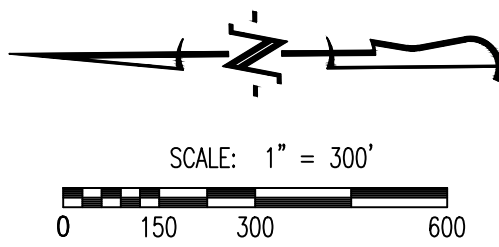
- PHASE 1 INCLUDES LOTS 101 THRU 181. 81 LOTS.
PHASE 2 INCLUDES LOTS 201 THRU 276. 76 LOTS.
PHASE 3 INCLUDES LOTS 301 THRU 370. 70 LOTS.
PHASE 4 INCLUDES LOTS 401 THRU 494. 94 LOTS.
PHASE 5 INCLUDES LOTS 501 THRU 534. 34 LOTS.
PHASE 6 INCLUDES LOTS 601 THRU 674. 74 LOTS.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, COOPER COUNTY, MISSOURI AND BEING ALL OF THE TRACT DESCRIBED IN AN AFFIDAVIT OF SCRIVENER'S ERROR DEED OF TRUST RECORDED IN BOOK 202, PAGE 965 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEAST CORNER OF SAID DEED OF TRUST, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE FOR PEARRE LANE, THENCE WITH SAID NORTH RIGHT OF WAY LINE, N 83°33'05"W, 489.22 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 1°25'40"E, 1229.17 FEET; THENCE N 85°19'30"W, 350.41 FEET; THENCE S 83°39'25"W, 10.36 FEET; THENCE N 1°23'55"E, 78.92 FEET; THENCE N 84°16'10"W, 444.88 FEET; THENCE N 1°41'20"E, 1395.23 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE WITH SAID NORTH LINE, N 84°37'45"W, 11.57 FEET; THENCE N 3°44'20"E 1462.72 FEET; THENCE N 89°04'55"E, 307.25 FEET; THENCE N 0°49'35"E, 2663.84 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE FOR HIGHWAY 98; THENCE WITH SAID SOUTH RIGHT OF WAY LINE, S 87°57'50"E, 807.39 FEET; THENCE S 89°27'50"E, 72.81 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, S 15°37'35"W, 905.24 FEET; THENCE S 88°19'20"E, 850.08 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE WITH SAID EAST LINE, S 0°36'10"W, 3380.02 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE WITH THE EAST LINE OF SAID SECTION 8, S 1°23'45"W, 1194.63 FEET; THENCE LEAVING SAID EAST LINE, N 85°14'10"W, 512.60 FEET; THENCE S 4°45'35"W, 1505.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 216.81 ACRES.

BILL NO 2021-010
EXHIBIT A FOR FOX HOLLOW



LEGEND:

- 805- EXISTING MINOR CONTOUR
- 820- EXISTING MAJOR CONTOUR
- CURB
- S- EXISTING SANITARY SEWER
- S- PROPOSED SANITARY SEWER
- MANHOLE/CLEANOUT
- W- PROPOSED WATERLINE
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- BUILDING LINE
- EASEMENT
- XX LOT NUMBER
- PROPOSED PAVEMENT
- PROPOSED DETENTION BASIN
- EXISTING TREELINE
- WATERWAY

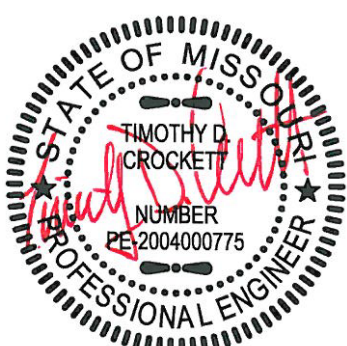
APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

THIS ____ DAY OF _____, 2021.

_____, CHAIRPERSON

NOTES:

- ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 8" DIAMETER. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET.
- THIS TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN AS SHOWN BY FIRM PANELS 29053C0155C, 29053C0175C BOTH DATED MAY 03, 2011.
- THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
- THERE SHALL BE A 10 FOOT UTILITY EASEMENT ALONG THE SIDE OF EACH LOT ADJACENT TO STREET RIGHT-OF-WAY.
- WATER DISTRIBUTION TO BE PROVIDED BY THE CITY OF BOONVILLE.
- ELECTRIC DISTRIBUTION TO BE DETERMINED.
- LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY.
- THE CURRENT ZONING OF THIS TRACT IS R-1, R-3, R-A.
- THIS PLAT CONTAINS 216.81 ACRES.
- A SIDEWALK SHALL BE CONSTRUCTED ALONG ONE SIDE OF ALL INTERNAL STREETS UNLESS OTHERWISE NOTED.
- LOTS C1-C20 ARE COMMON LOTS AND ARE TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION AND ARE TO BE USED FOR GREENSPACE, AMENITIES AND/OR STORM WATER MANAGEMENT PURPOSES. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID BMP'S.
- THE INTENT FOR THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES.
- ALL STORM SEWER AND STORM WATER DETENTION DESIGN SHALL MEET THE DESIGN STANDARDS OF THE CITY OF BOONVILLE.
- ANY STRUCTURE OR OBJECT WITHIN THE AWOS CRITICAL AREA (E/U) 500' RADIUS SHALL NOT HAVE A TOP ELEVATION ABOVE 725' THIS INCLUDES, BUT NOT LIMITED TO ROOFS, DETACHED STRUCTURES, LANDSCAPING, FENCES, STREET LIGHT POLES, ETC.
- ANY STRUCTURE OR OBJECT WITHIN THE AWOS CRITICAL AREA (E/U) 1000' RADIUS SHALL NOT HAVE A TOP ELEVATION ABOVE 730' THIS INCLUDES, BUT NOT LIMITED TO ROOFS, DETACHED STRUCTURES, LANDSCAPING, FENCES, STREET LIGHT POLES, ETC.
- IT IS THE INTENT OF THE OWNER TO DEVELOP LOT 1 IN CONJUNCTION WITH THE ADJACENT GOLF COURSE (CLUB HOUSE).
- IT IS THE INTENT OF THE OWNER TO DEVELOP LOT 2 AS MULTI FAMILY RESIDENTIAL.
- IT IS THE INTENT OF THE OWNER TO DEDICATE LOT 3 TO THE JESSE P. VIERTEL AIRPORT/CITY OF BOONVILLE.
- IT IS THE INTENT OF THE DEVELOPER TO CONSTRUCT A PUBLIC FOOTPATH TRAIL THROUGH THE DEVELOPMENT AS SHOWN. THIS TRAIL WOULD CONNECT TO THE SIDEWALK SYSTEM. EXACT LOCATION TO BE DETERMINED DURING CONSTRUCTION. MATERIAL SHALL BE DIRT AND NOT BE REQUIRED TO BE PAVED OR GRANULAR.
- THIS PLAT DEDICATES 20% OF THE TOTAL AREA TO OPEN SPACE.



01/25/2021

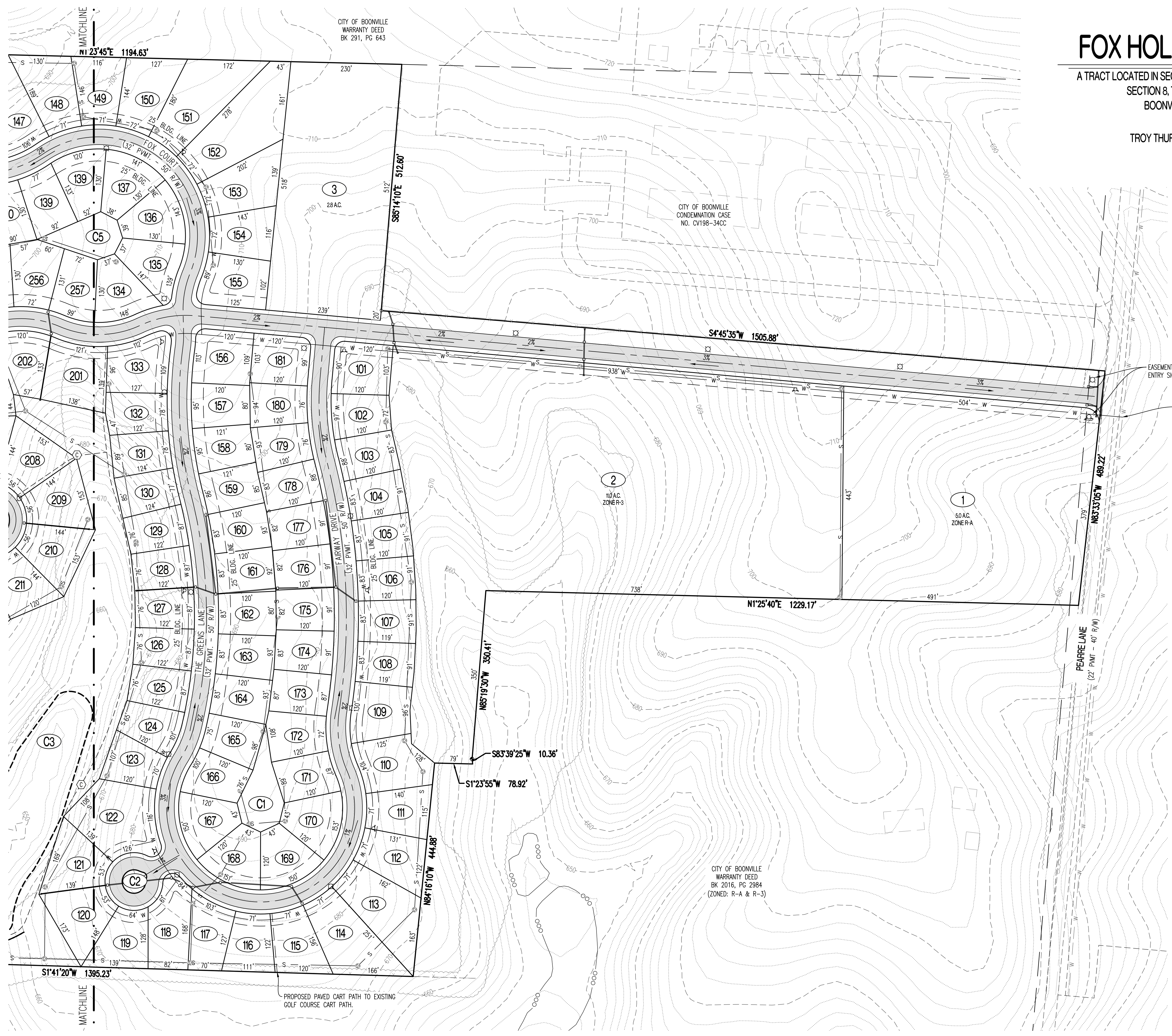
TIMOTHY D. CROCKETT - PE-2004000775

PREPARED BY:

CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Bldg. 1
Columbia, Missouri 65203
(573) 441-2092

www.crockettengineering.com

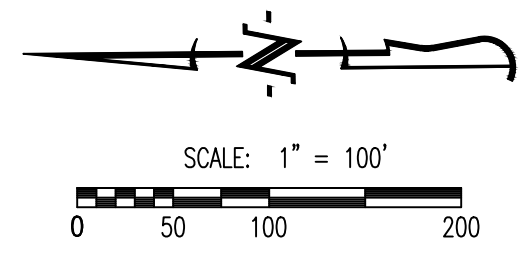
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#000151301



PRELIMINARY PLAT
FOR
FOX HOLLOW SUBDIVISION

A TRACT LOCATED IN SECTION 5, TOWNSHIP 48 NORTH, RANGE 16 WEST AND
SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST,
BOONVILLE, COOPER COUNTY, MISSOURI

DEVELOPER/OWNER:
TROY THURMAN CONSTRUCTION COMPANY, INC.
15400 HWY J
BUNCETON, MO 65237



LEGEND:

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- CURB
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- MANHOLE/CLEANOUT
- PROPOSED WATERLINE
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- BUILDING LINE
- EASEMENT
- LOT NUMBER
- PROPOSED PAVEMENT
- PROPOSED DETENTION BASIN
- EXISTING TREELINE
- WATERWAY

APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

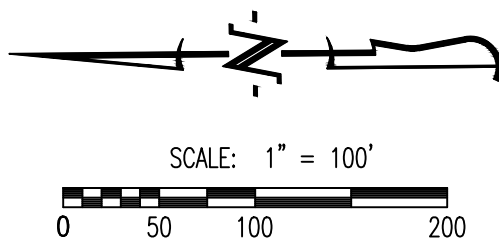
THIS ____ DAY OF _____, 2021.

_____, CHAIRPERSON

PRELIMINARY PLAT
FOR
**FOX HOLLOW
SUBDIVISION**

A TRACT LOCATED IN
SECTION 5, TOWNSHIP 48 NORTH, RANGE 16 WEST AND
SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST,
BOONVILLE, COOPER COUNTY, MISSOURI

DEVELOPER/OWNER:
TROY THURMAN CONSTRUCTION COMPANY, INC.
15400 HWY J
BUNCETON, MO 65237



LEGEND:

- 805 --- EXISTING MINOR CONTOUR
- 820 --- EXISTING MAJOR CONTOUR
- CURB
- S — EXISTING SANITARY SEWER
- S — PROPOSED SANITARY SEWER
- ⊙ MANHOLE/CLEANOUT
- W — PROPOSED WATERLINE
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- ⊙ PROPOSED FIRE HYDRANT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- BUILDING LINE
- EASEMENT
- XX LOT NUMBER
- PROPOSED PAVEMENT
- PROPOSED DETENTION BASIN
- EXISTING TREELINE
- WATERWAY

APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

THIS ____ DAY OF _____, 2021.

_____, CHAIRPERSON

SHEET 3 OF 4

NOTES:

- ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 8" DIAMETER. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET.
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- ANY STRUCTURE OR OBJECT WITHIN THE AMOS CRITICAL AREA (E/U) 1000' RADIUS SHALL NOT HAVE A TOP ELEVATION ABOVE 730' THIS INCLUDES, BUT NOT LIMITED TO ROOFS, DETACHED STRUCTURES, LANDSCAPING, FENCES, STREET LIGHT POLES, ETC.
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01/25/2021
TIMOTHY D. CROCKETT - PE-2004000775

PREPARED BY:
CROCKETT
ENGINEERING CONSULTANTS

1000 W. Nifong Blvd., Bldg. 1
Columbia, Missouri 65203
573.447.0092

www.crockettengineering.com

Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#00015101

DAVIS, PAUL S. & DEBORA E.
WARRANTY DEED
BK 2016, PG 3435
(ZONED: R-1)

SANITARY SEWER TO
CONNECT TO EXISTING
CITY OF BOONVILLE SEWER
LOCATED WITHIN THE GOLF COURSE

PROPOSED PAVED CART PATH
TO EXISTING GOLF COURSE
CART PATH.

CITY OF BOONVILLE
WARRANTY DEED
BK 2016, PG 2984
(ZONED: R-A & R-3)

PRELIMINARY PLAT
FOR

FOX HOLLOW SUBDIVISION

A TRACT LOCATED IN SECTION 5, TOWNSHIP 48 NORTH, RANGE 16 WEST AND
SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST,
BOONVILLE, COOPER COUNTY, MISSOURI

DEVELOPER/OWNER:
TROY THURMAN CONSTRUCTION COMPANY, INC.
15400 HWY J
BUNCETON, MO 65237

VERTEL, JESSE P. IV & SHANON CORSA
WARRANTY DEED
BK 580, PG. 409

NOTES:

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01/25/2021

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#00015101

LEGEND:

- | | | | |
|-----------|-------------------------|------|--------------------------|
| ---805--- | EXISTING MINOR CONTOUR | --- | PROPOSED STORM SEWER |
| ---820--- | EXISTING MAJOR CONTOUR | --- | BUILDING LINE |
| --- | CURB | --- | EASEMENT |
| --- | EXISTING SANITARY SEWER | (XX) | LOT NUMBER |
| --- | PROPOSED SANITARY SEWER | --- | PROPOSED PAVEMENT |
| ⊕ | MANHOLE/CLEANOUT | --- | PROPOSED DETENTION BASIN |
| --- | PROPOSED WATERLINE | --- | EXISTING TREELINE |
| ⊠ | PROPOSED LIGHT POLE | --- | WATERWAY |
| --- | PROPOSED FIRE HYDRANT | | |
| --- | EXISTING STORM SEWER | | |

APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

THIS ____ DAY OF _____, 2021.

_____, CHAIRPERSON

SHEET 4 OF 4

DATE _____

BILL NO. 2021-011

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE
REZONING APPLICATION OF BOONE POINT SUBDIVISION, LOCATED ON
ASHLEY ROAD ADJACENT TO ROLLING HILLS PARK**

WHEREAS, Boone Point Properties LLC, for the property hereinafter described and commonly referred to as Boone Point, requests rezoning for a portion of property to C-1, R-2, and R-3 in the City of Boonville, Missouri; and

WHEREAS, The Planning and Zoning Commission has approved the rezoning application, herein attached and incorporated by reference as **Exhibit A**, and held a public hearing on March 9, 2021, having first given fifteen days' notice of the time and place of such hearing in the Columbia Daily Tribune; and

WHEREAS, the City Council of the City of Boonville, Missouri does find and determine that said rezoning, will not adversely impact the City or neighboring property owners, is in the best interest of the public health, safety, and welfare by providing new and expanded housing opportunities in the City.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF BOONVILLE, MISSOURI AS FOLLOWS:**

SECTION 1: That the City Council of the City of Boonville, Missouri does place portions of the Boone Point subdivision into C-1, R-2, and R-3 zoning respectively, as detailed and described in **Exhibit A**, attached hereto and incorporated by reference.

SECTION 2: That Sections 1.2(a) and (b) of Appendix C of the Code of General Ordinances of the City of Boonville, Missouri pertaining to zoning districts are modified and amended to change the zoning classification of property herein described from R-1 to R-2, R-3, and C-1.

SECTION 3: The City Engineer is hereby granted authority to amend the City zoning maps consistent with the provisions of this ordinance.

SECTION 4: The City Clerk of the City of Boonville is hereby ordered to cause three certified copies of this ordinance to be filed with the Cooper County Recorder.

SECTION 5: This ordinance shall take effect and be in force from and after its passage.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: 1st DAY OF MARCH, 2021

**READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH, 2021,
AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN
MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.**

PRESIDENT OF THE COUNCIL

APPROVED THIS 15TH DAY OF MARCH 2021.

NED BEACH, MAYOR

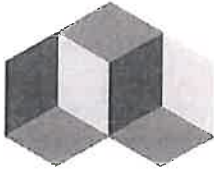
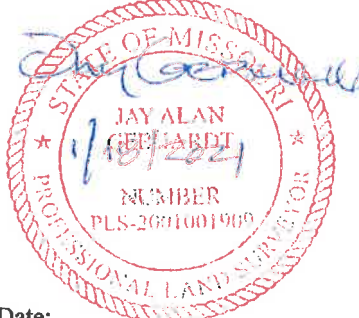
ATTEST:

TERESA STUDLEY, CITY CLERK

EXHIBIT A
BOONE POINT REZONING
PROPERTY DESCRIPTIONS

Boonville, Cooper County, MO

January 18, 2021

	A CIVIL GROUP, LLC 3401 Broadway Business Park Ct. Suite 105 Columbia, Missouri 65203 (573) 817-5750	Jay Gebhardt Professional Land Surveyor LS-2001001909 Job #: BPPR20.03	
	Missouri Professional Land Surveying Certificate of Authority: 2001006115		
	Project Name/Description: Boone Point Rezoning Legal Descriptions Location: 1080 Ashley Rd, Boonville, MO		
		Date:	

BOONE POINT REZONING PROPERTY DESCRIPTIONS

Tract 1: (C-1)

A tract of land located in the Northeast Quarter of Section 3, Township 48 North, Range 17 West and the Northwest Quarter of Section 2, Township 48 North, Range 17 West, Cooper County, Missouri, being part of the tract of land described in Warranty Deed recorded as Instrument Number 2020-2635, all records of Cooper County, and being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 3, thence along the south line of the Northeast Quarter of said Section 3, S 88°53'45"W, 37.24 feet to the Point of Beginning; Thence continuing along said south line, S 88°53'45"W, 447.86 feet to a point on the east line of the tract of land described in Warranty Deed recorded in Book 242, Page 598; Thence leaving said south line and along the east line of said Warranty Deed N 02°16'55"W, 7.63 feet to the southeast corner of a tract of land described in Warranty Deed recorded as Instrument Number 2017-1432; Thence along the easterly and northerly lines of said Warranty Deed recorded as Instrument Number 2017-1432 for the following Three (3) calls: N 37°56'05"E, 100.00 feet; Thence N 03°56'05"E, 100.00 feet; Thence N 66°03'55"W, 214.83 feet to the southeasterly Right-of-Way line of Missouri State Route 5; Thence along said Right-of-Way lines for the following Thirteen (13) calls: N 21°00'40"E, 34.42 feet; Thence S 68°59'20"W, 5.00 feet; Thence N 21°00'40"E, 103.80 feet; Thence along a 1,377.40-foot radius curve to the right, 188.67 feet, said curve having a chord which bears N 24°56'10"E, 188.52 feet; Thence N 61°08'25"W, 5.00 feet; Thence along a non-tangent 1,382.39-foot radius curve to the right, 281.13 feet, said curve having a chord which bears N 34°41'10"E, 280.65 feet; Thence N 40°30'40"E, 50.62 feet; Thence N 49°29'20"W, 10.00 feet; Thence N 40°30'40"E, 200.00 feet; Thence S 49°29'20"E, 5.00 feet; Thence N 40°30'40"E, 250.00 feet; Thence S 49°29'20"E, 10.00 feet; Thence N 40°30'40"E, 45.60 feet to the westernmost corner of a tract of land shown by survey recorded in Book 131, Page 93; Thence along the southwesterly line of said survey, S 45°41'00"E, 260.85 feet; Thence leaving said southwesterly line, S 17°49'05"W, 272.71 feet; Thence S 08°38'20"W, 52.93 feet; Thence S 13°09'00"W, 733.22 feet to the Point of Beginning and containing 12.51 acres.

Bearings are referenced to Grid North of the Missouri State Plane Coordinate System NAD83(2011), epoch date 2010.00, Central Zone, by GPS observations, using MODOT VRS Network.

Tract 2: (R-3)

A tract of land located in the Northwest Quarter of Section 2, Township 48 North, Range 17 West, Cooper County, Missouri, being part of the tract of land described in Warranty Deed recorded as Instrument Number 2020-2635, all records of Cooper County, and being more particularly described as follows:

Commencing at the northmost corner of Tract 1 of the survey recorded as Instrument Number 2020-1175 also being a point on the southwesterly line of a tract of land shown by survey recorded in Book 131, Page 93, thence along said southwesterly line N 45°41'00"W, 94.11 feet to the Point of Beginning; Thence leaving said southwesterly line, S 44°19'00"W, 178.92 feet; Thence along a non-tangent 326.26-foot radius curve to the left, 35.57 feet, said curve having a chord which bears N 43°44'45"W, 35.55 feet; Thence along a tangent 100.00-foot radius curve to the left, 52.37 feet, said curve having a chord which bears N 61°52'50"W, 51.77 feet; Thence

S 78°19'55"W, 25.00 feet; Thence along a non-tangent 100.00-foot radius curve to the left, 88.21 feet, said curve having a chord which bears N 36°56'15"W, 85.38 feet; Thence N 62°12'30"W, 22.19 feet; Thence N 27°47'30"E, 25.00 feet; Thence N 44°19'00"E, 182.24 feet to a point on the southwesterly line of said tract of land shown by survey recorded in Book 131, Page 93; Thence along said southwesterly line, S 45°41'00"E, 212.00 feet to the point of beginning and containing 0.94 acres.

Bearings are referenced to Grid North of the Missouri State Plane Coordinate System NAD83(2011), epoch date 2010.00, Central Zone, by GPS observations, using MODOT VRS Network.

Tract 3: (R-2)

A tract of land located in the Northeast Quarter of Section 3, Township 48 North, Range 17 West, the Northwest Quarter of Section 2, and the Southwest Quarter of Section 2, Township 48 North, Range 17 West, Cooper County, Missouri, being part of the tract of land described in Warranty Deed recorded as Instrument Number 2020-2635, all records of Cooper County, and being more particularly described as follows:

Beginning at the northernmost corner of Tract 1 of the survey recorded as Instrument Number 2020-1175, thence along the northwesterly line of said Tract 1, S 25°55'25"W, 729.28 feet; Thence leaving said northwesterly line S 68°08'15"W, 131.05 feet; Thence along a non-tangent 75.00-foot radius curve to the right, 63.57 feet, said curve having a chord which bears N 34°15'50"W, 61.88 feet; Thence along a tangent 275.00-foot radius curve to the right, 114.56 feet, said curve having a chord which bears N 01°57'05"E, 113.73 feet; Thence N 76°06'50"W, 226.30 feet; Thence N 13°09'00"E, 634.87 feet; Thence N 08°38'20"E, 52.93 feet; Thence N 17°49'05"E, 272.71 feet to a point on the southwesterly line of a tract of land shown by survey recorded in Book 131, Page 93; Thence along said southwesterly line, S 45°41'00"E, 330.05 feet; Thence leaving said southwesterly line, S 44°19'00"W, 182.24 feet; Thence S 27°47'30"W, 25.00 feet; Thence S 62°12'30"E, 22.19 feet; Thence along a tangent 100.00-foot radius curve to the right, 88.21 feet, said curve having a chord which bears S 36°56'15"E, 85.38 feet; Thence N 78°19'55"E, 25.00 feet; Thence along a non-tangent 100.00-foot radius curve to the right, 52.37 feet, said curve having a chord which bears S 61°52'50"E, 51.77 feet; Thence along a tangent 325.26-foot radius curve to the right, 35.57 feet, said curve having a chord which bears S 43°44'45"E, 35.55 feet; Thence N 44°19'00"E, 178.92 feet to a point on the southwesterly line of said tract of land shown by survey recorded in Book 131, Page 93; Thence along said southwesterly line S 45°41'00"E, 94.11 feet to the Point of Beginning and containing 8.82 acres.

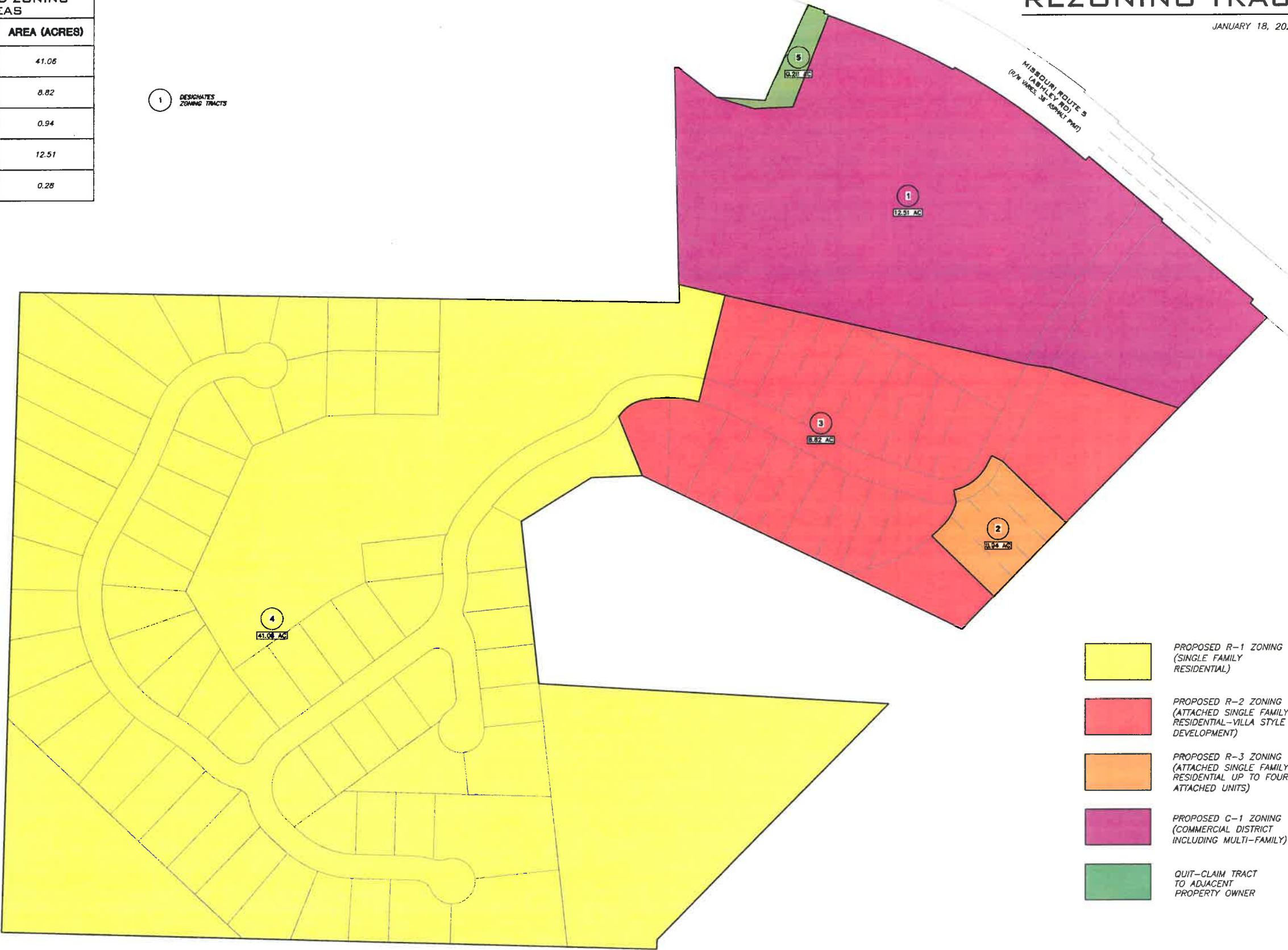
Bearings are referenced to Grid North of the Missouri State Plane Coordinate System NAD83(2011), epoch date 2010.00, Central Zone, by GPS observations, using MODOT VRS Network.

EXHIBIT C
BOONE POINT
REZONING TRACTS - COLOR

JANUARY 18, 2021

PROPOSED ZONING AREAS	
TYPE	AREA (ACRES)
R-1	41.06
R-2	8.82
R-3	0.94
C-1	12.51
QUIT-CLAIM	0.28

1 DESIGNATES ZONING TRACTS



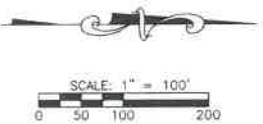
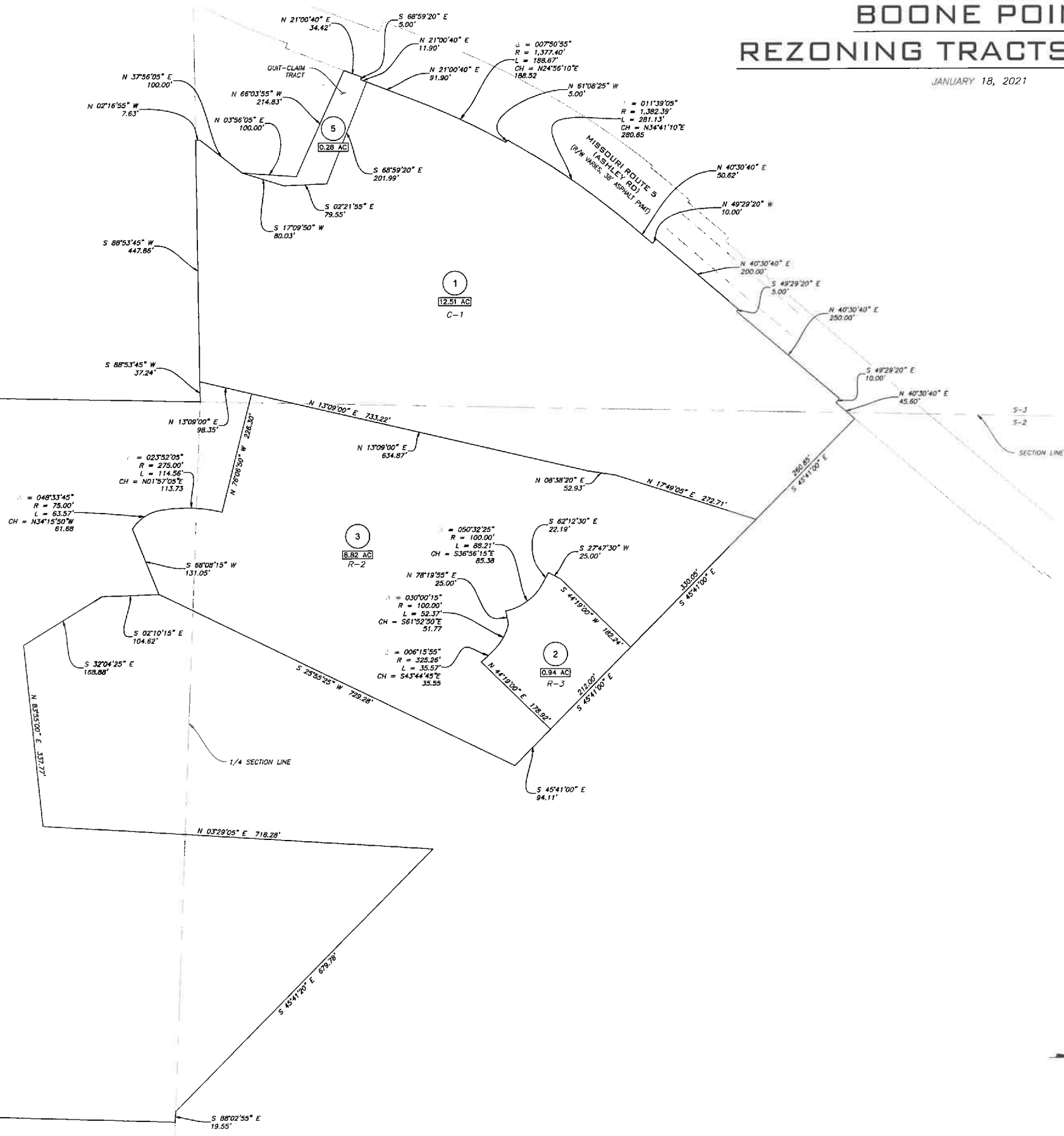
- PROPOSED R-1 ZONING
(SINGLE FAMILY
RESIDENTIAL)
- PROPOSED R-2 ZONING
(ATTACHED SINGLE FAMILY
RESIDENTIAL-VILLA STYLE
DEVELOPMENT)
- PROPOSED R-3 ZONING
(ATTACHED SINGLE FAMILY
RESIDENTIAL UP TO FOUR
ATTACHED UNITS)
- PROPOSED C-1 ZONING
(COMMERCIAL DISTRICT
INCLUDING MULTI-FAMILY)
- QUIT-CLAIM TRACT
TO ADJACENT
PROPERTY OWNER

SCALE: 1" = 100'

EXHIBIT B
BOONE POINT
REZONING TRACTS - LEGAL
JANUARY 18, 2021

PROPOSED ZONING AREAS	
TYPE	AREA (ACRES)
R-1	41.06
R-2	8.82
R-3	0.94
C-1	12.51
QUIT-CLAIM	0.28

1 DESIGNATES ZONING TRACTS



AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE BOONE POINT PROJECT AND PRELIMINARY SITE PLAN, LOCATED AT ASHLEY ROAD, ADJACENT TO ROLLING HILLS PARK

WHEREAS, Boone Point Properties, LLC through a professional engineer has made an application to the City of Boonville to develop Boone Point Subdivision in the City of Boonville; and

WHEREAS, The preliminary site plan herein attached as **Exhibit A** is subject to the standards for site plans under Appendix C, Section 2.5.5 access management; and

WHEREAS, The Planning and Zoning Commission, City Engineer, and City Staff have reviewed the preliminary site plan in detail and recommend approval of the plan, at their meeting on February 9, 2020, herein attached and incorporated by reference as **Exhibit A** with the following variances and allowances;

1. A variance on a portion of road from 28 feet to 26 feet with a 46-foot ROW, instead of 50-foot, along the rock bluff in the common areas of the subdivision. There will be no parking on either side of the street along this stretch of road.
2. Allowing a private drive, approximately 170 feet in length, off a cul-de-sac for additional lot development. The private drive will be 20 foot in width and the driveways on the homes in the private drive will be at least double to allow for turnaround of emergency vehicles.
3. Approval to exceed the maximum length of a terminal street.
4. Approval to use the low volume residential street (28 feet) width in the subdivision; and

WHEREAS, The City Council has evaluated the plans submitted according to the criteria and standards set forth in Appendix A- Subdivision regulations and Sections 2.99 and 2.100 of the Appendix C- Zoning of the Code of General Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

SECTION 1: That the Boone Point Subdivision project as described is hereby approved.

SECTION 2: That the preliminary site plan, as shown and indicated in **Exhibit A** attached hereto and made a part hereof, is hereby approved.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage.

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: 1st DAY OF MARCH, 2021

**READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH, 2021,
AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN
MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.**

PRESIDENT OF THE COUNCIL

APPROVED THIS 15TH DAY OF MARCH 2021.

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

BOONE POINT
PRELIMINARY PLAT

PART OF THE WEST 1/2 OF SECTION 2
AND PART OF THE NORTHEAST 1/4 OF
SECTION 3 IN T48N, R17W,
CITY OF BOONVILLE,
COOPER COUNTY, MISSOURI
JANUARY 18, 2021

OWNER/DEVELOPER

BOONE POINT PROPERTIES
7055 S. QUANTRILL'S PASS
COLUMBIA, MO 65203

FUTURE DEVELOPER

LOTS 1, 2, & C1
BOONE POINT RESERVES
7055 S. QUANTRILL'S PASS
COLUMBIA, MO 65203

SITE DATA

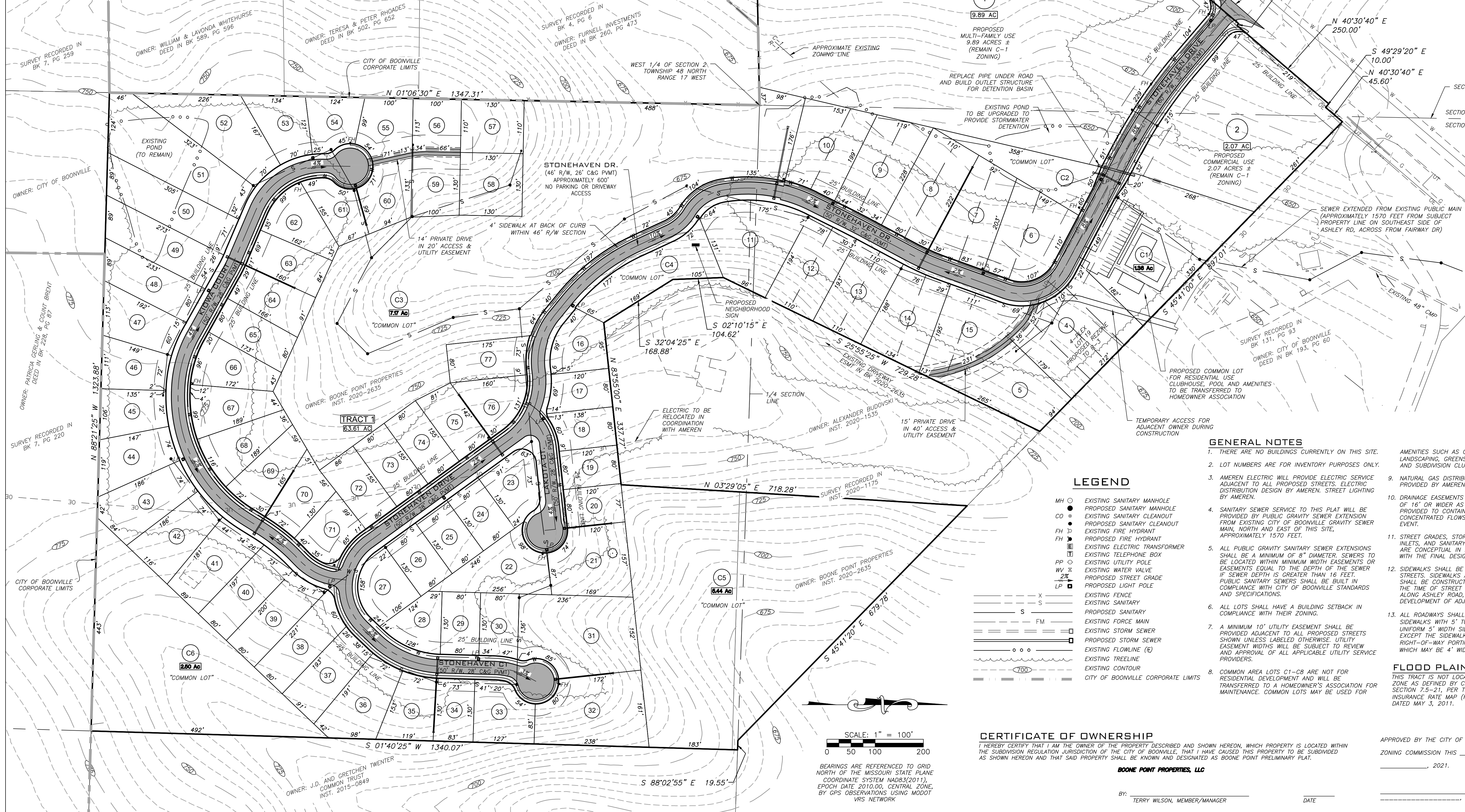
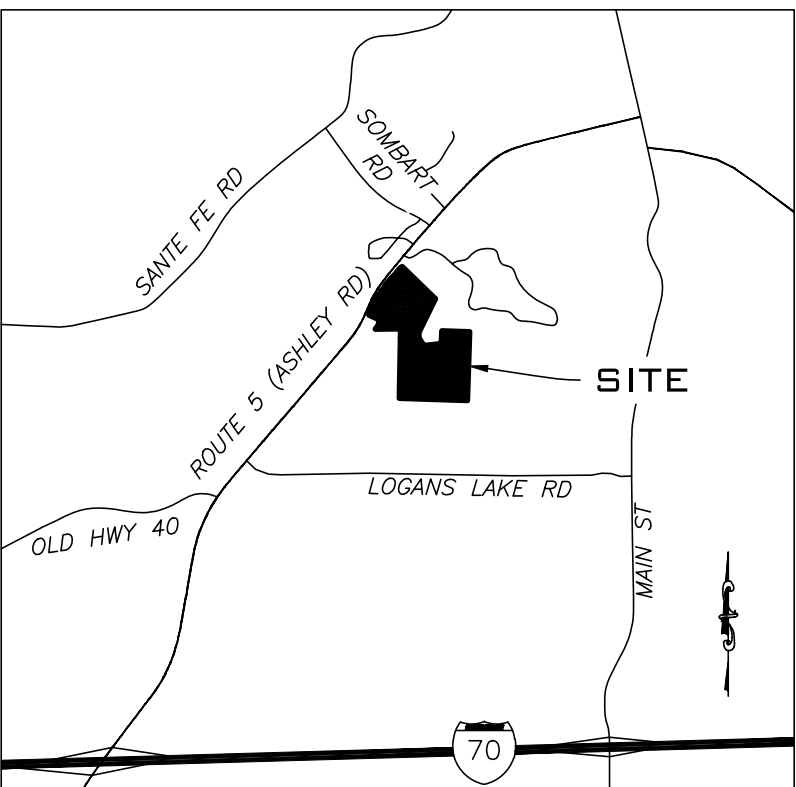
ACREAGE: 63.61 ACRES
LAND IS CURRENTLY VACANT WITH NO BUILDINGS
SECTION-TOWNSHIP-RANGE: 2-48-17 & 3-48-17

EXISTING ZONING (APPROXIMATE):

R-1 = 47.60 ACRES
C-1 = 16.01 ACRES

PROPOSED ZONING:

R-1 = 41.06 ACRES (62 SINGLE FAMILY LOTS [LOTS 16-77] AND 4 COMMON LOTS [LOTS C3-C6])
R-2 = 8.82 ACRES (10 SINGLE FAMILY ATTACHED LOTS [LOTS 6-15]; 1 SINGLE FAMILY LOT [LOT 5]; 2 COMMON LOTS [LOTS C1 & C2])
R-3 = 0.94 ACRES (1 4-PLEX LOT [LOT 5])
C-1 = 12.51 ACRES (2 LOTS [LOTS 1 & 2])
QUIT-CLAIM LOT = 0.28 ACRES [LOT 3]



BILL NO 2021-012
EXHIBIT A

GENERAL NOTES

1. THERE ARE NO BUILDINGS CURRENTLY ON THIS SITE.
2. LOT NUMBERS ARE FOR INVENTORY PURPOSES ONLY.
3. AMEREN ELECTRIC WILL PROVIDE ELECTRIC SERVICE ADJACENT TO ALL PROPOSED STREETS, ELECTRIC DISTRIBUTION DESIGN BY AMEREN. STREET LIGHTING BY AMEREN.
4. SANITARY SEWER SERVICE TO THIS PLAT WILL BE PROVIDED BY PUBLIC GRAVITY SEWER EXTENSION FROM EXISTING CITY OF BOONVILLE GRAVITY SEWER MAIN, NORTH AND EAST OF THIS SITE, APPROXIMATELY 1570 FEET.
5. ALL PUBLIC GRAVITY SANITARY SEWER EXTENSIONS SHALL BE A MINIMUM OF 8" DIAMETER. SEWERS TO BE LOCATED WITHIN MINIMUM WIDTH EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER DEPTH IS GREATER THAN 16 FEET. PUBLIC SANITARY SEWERS SHALL BE BUILT IN COMPLIANCE WITH CITY OF BOONVILLE STANDARDS AND SPECIFICATIONS.
6. ALL LOTS SHALL HAVE A BUILDING SETBACK IN COMPLIANCE WITH THEIR ZONING.
7. A MINIMUM 10' UTILITY EASEMENT SHALL BE PROVIDED ADJACENT TO ALL PROPOSED STREETS SHOWN UNLESS LABELED OTHERWISE. UTILITY EASEMENT WIDTHS WILL BE SUBJECT TO REVIEW AND APPROVAL OF ALL APPLICABLE UTILITY SERVICE PROVIDERS.
8. COMMON AREA LOTS C1-C6 ARE NOT FOR RESIDENTIAL DEVELOPMENT AND WILL BE TRANSFERRED TO A HOMEOWNER'S ASSOCIATION FOR MAINTENANCE. COMMON LOTS MAY BE USED FOR

9. NATURAL GAS DISTRIBUTION TO BE DESIGNED AND PROVIDED BY AMEREN MISSOURI.
10. DRAINAGE EASEMENTS SHALL HAVE A MINIMUM WIDTH OF 16' OR WIDER AS NEEDED AND SHALL BE PROVIDED TO CONTAIN THE RUNOFF IN CONCENTRATED FLOWS FROM A 100-YEAR RAINFALL EVENT.
11. STREET GRADES, STORM SEWER PIPE AND STORM INLETS, AND SANITARY SEWER LOCATIONS SHOWN ARE CONCEPTUAL IN NATURE AND WILL BE REFINED WITH THE FINAL DESIGN.
12. SIDEWALKS SHALL BE REQUIRED ALONG ALL PUBLIC STREETS. SIDEWALKS ADJACENT TO COMMON LOTS SHALL BE CONSTRUCTED BY THE DEVELOPER AT THE TIME OF STREET CONSTRUCTION. SIDEWALKS ALONG ASHLEY ROAD, SHALL BE BUILT WITH DEVELOPMENT OF ADJACENT LOT.
13. ALL ROADWAYS SHALL HAVE MINIMUM 4' WIDTH SIDEWALKS, WITH 5' TURNOUTS EVERY 200', OR UNIFORM 5' WIDTH SIDEWALKS ALONG ONE SIDE, EXCEPT THE SIDEWALK WITHIN THE 46-FOOT RIGHT-OF-WAY PORTION OF "STONEHAVEN DR." WHICH MAY BE 4' WIDTH AT BACK OF CURB.

FLOOD PLAIN STATEMENT

THIS TRACT IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE AS DEFINED BY CITY OF BOONVILLE ORDINANCE SECTION 7.5-21. PER THE CITY OF BOONVILLE FLOOD INSURANCE RATE MAP (FIRM) PANEL #29053C0135C, DATED MAY 3, 2011.

LEGEND

- MH ○ EXISTING SANITARY MANHOLE
● PROPOSED SANITARY MANHOLE
CO ● EXISTING SANITARY CLEANOUT
● PROPOSED SANITARY CLEANOUT
FH ● EXISTING FIRE HYDRANT
FH ● PROPOSED FIRE HYDRANT
ET ● EXISTING ELECTRIC TRANSFORMER
TB ● EXISTING TELEPHONE BOX
PP ○ EXISTING UTILITY POLE
WV ○ EXISTING WATER VALVE
Z ● PROPOSED STREET GRADE
LP ○ EXISTING LIGHT POLE
X - - - EXISTING FENCE
S - - - EXISTING SANITARY
FM - - - PROPOSED SANITARY
- - - EXISTING FORCE MAIN
- - - EXISTING STORM SEWER
- - - PROPOSED STORM SEWER
- - - EXISTING FLOWLINE (E)
- - - EXISTING TREELINE
- - - EXISTING CONTOUR
- - - CITY OF BOONVILLE CORPORATE LIMITS

CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF BOONVILLE, THAT I HAVE CAUSED THIS PROPERTY TO BE SUBDIVIDED AS SHOWN HEREON AND THAT SAID PROPERTY SHALL BE KNOWN AND DESIGNATED AS BOONE POINT PRELIMINARY PLAT.

BOONE POINT PROPERTIES, LLC

BY: TERRY WILSON, MEMBER/MANAGER

DATE: _____, CHAIRMAN

APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION THIS ____ DAY OF _____, 2021.

BOONE POINT
PRELIMINARY PLAT
1080 ASHLEY RD.
BOONVILLE, COOPER CO, MO

A CIVIL GROUP
-CIVIL ENGINEERING-
-PLANNING-
-SURVEYING-

3401 BROADWAY
BUSINESS PARK COURT
SUITE 1105
COLUMBIA, MO 65203
PH: (573) 817-5750
FAX: (573) 817-1677

MISSOURI CERTIFICATE OF AUTHORITY: 2001006116

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED, SEALED AND DATED.

STATE OF MISSOURI
CODY ALAN DARR
Professional Engineer
February 4, 2021

PROJECT # BPPR20.03
DRAWING # FDEV20.03 PRELIM
DRAWN BY: CAD
SHEET 1
SHEET 1 OF 1

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER LEASE AGREEMENTS ON BEHALF OF THE CITY OF BOONVILLE, WITH BOONVILLE BABE RUTH BASEBALL, BOONVILLE BABE RUTH SOFTBALL, AND BOONSLICK HEARTLAND YMCA, GRANTING EXCLUSIVE CONCESSIONAIRE RIGHTS TO EACH ORGANIZATION ON SPECIFIC CITY PARK PROPERTY FOR 2021 AND 2022 AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville Park Board wishes to provide opportunities for Boonville Babe Ruth Baseball, Boonville Babe Ruth Softball, and Boonslick Heartland YMCA, Inc. to generate income during their sponsored athletic programs and events in City parks, while ensuring that adequate concessions are available to spectators and participants for their comfort and convenience in conjunction with these activities; and

WHEREAS, similar agreements between the City and non-profit sponsors of youth athletics have proven to be a reasonable and appropriate means of putting City property in use for the benefit the youth sports community and fostering the advantages of youth sports organizations and their activities to the citizens of Boonville and its visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri hereby authorizes, approves, and accepts all terms of the Lease Agreements for Concession Rights at Harley Park with Boonville Babe Ruth Baseball; at Rolling Hills Park with Boonville Babe Ruth Softball; and at F. T. Kemper Park with Boonslick Heartland YMCA in substantially the same - if not identical - form and content as they are attached hereto and marked as Exhibits A, B, and C, respectively.

SECTION 2: The City Administrator and City Clerk are hereby authorized to execute these documents and enter these agreements on behalf of the City.

SECTION 3: This Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME ON THE 1st DAY OF MARCH, 2021.

READ FOR THE SECOND TIME AND PASSED THIS 15TH DAY OF MARCH 2021, AFTER A COPY OF THIS ORDINANCE AND ATTACHED AGREEMENTS WERE MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE FIRST READING OF THIS ORDINANCE.

PRESIDENT OF THE COUNCIL

APPROVED THIS 15TH DAY OF MARCH, 2021

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this _____ day of _____, 2021, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonville Babe Ruth Baseball**, c/o Mel Linhart, 700 Poplar Street, Boonville, Missouri 65233 hereinafter referred to as LESSEE.

WHEREAS, the LESSOR awards Lease Agreements for Concession Rights periodically in connection with community, summer recreational programs and facilities; and

WHEREAS, the LESSOR desires to formalize the expectations of the parties for the safety and protection of program participants, parties to the herein described activities and the public in general.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings to be kept and performed by the parties, it is hereby contracted and agreed as follows:

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Twillman Field and Little League Field Concession buildings located at Harley Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of Harley Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.
2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession buildings for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said buildings in an organized, sanitary and safe condition.
3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning January 1, 2021 through midnight on December 31, 2022.
4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.
5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.
6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

concession operations authorized hereunder in strict compliance with the terms of this Agreement as well as the laws of the State of Missouri and the rules, regulations and codes of the City of Boonville, Missouri.

7. INDEPENDENT CONTRACTOR: It is understood and agreed that LESSEE shall be an independent contractor and shall furnish and pay for all concession items, equipment and supplies to be sold or used under the terms hereof. It is further understood and agreed that all inventory items, equipment and supplies the LESSEE uses in operation of the concessions, shall be purchased in the sole name of this LESSEE, if credit is used in acquisition thereof, and shall, in no event, be purchased in the name of LESSOR without first obtaining LESSOR'S written consent. The LESSEE shall hire its own employees and shall be solely responsible for the payment of their wages and compensation. LESSEE shall have exclusive control over the employees, and shall be responsible for all withholding, social security and unemployment taxes, workmen's compensation insurance, and all sales and use taxes (federal, state and local as same may apply) and for the filing of all necessary tax returns with the appropriate state and federal revenue agencies. The LESSEE shall further, at its own expense, be responsible for securing all City and State permits and licenses required to carry out its obligations under this Agreement.
8. INSURANCE/MUTUAL INDEMNIFICATION:
 - a) LESSEE shall carry general liability insurance, naming LESSOR as an additional insured. LESSOR shall carry property insurance on the Concession buildings.
 - b) LESSEE hereby agrees to indemnify and hold LESSOR harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSEE'S use of the aforesaid premises and all activities conducted by LESSEE, its agents and employees, under the terms of this Agreement. LESSOR hereby agrees to indemnify and hold LESSEE harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSOR'S use of the aforesaid premises and all activities conducted by LESSOR, its agents and employees, under the terms of this Agreement.
 - c) It is expressly understood and agreed that loss or theft of contents of the building premises hereinabove described shall not constitute negligence on the part of LESSOR, and LESSOR shall not be responsible therefor.
9. GENERAL PROVISIONS: LESSEE hereby agrees to the following:
 - (a) The sale and consumption of alcoholic beverages on the premises are regulated by Chapter 15 of the Code of General Ordinances;
 - (b) All refuse, including liquids other than water, shall be disposed of so as not to litter any public or private property, or create any nuisance or health hazard;

- (c) LESSEE and its employees shall be neat and tidy in their dress while engaged in concession activities;
- (d) All employees of LESSEE under the age of eighteen years shall be adequately supervised by an adult;
- (e) LESSEE shall at all times post, in a conspicuous manner, a sign showing the prices of all concession items to be sold under this Agreement;
- (f) LESSEE shall furnish to the LESSOR a financial statement listing all income and expenses of the LESSEE in sufficient detail to allow the LESSOR to review and examine the feasibility and fairness of this Agreement. Failure to submit an adequate financial statement within sixty (60) days of the end of the athletic season may result in the forfeit of LESSEE'S continued enjoyment of the concession rights herein granted; and
- (g) Upon request of LESSOR, LESSEE shall furnish audited financial statements, proof of insurance, and other evidence of compliance with the conditions of this Agreement.

- 10. ASSIGNMENT: This Agreement, or any part thereof, cannot be assigned, sublet or otherwise transferred without the express written consent of LESSOR.
- 11. TERMINATION: This Agreement may be terminated by either party for breach of the terms and provisions contained herein after written notice of such breach is given to the violating party. Upon receipt of such written notice, the party in violation shall have ten (10) days in which to cure such breach. If such breach shall not be cured within said period, this Agreement shall become null and void and of no effect at the option of the party giving said notice.
- 12. AGREEMENT BINDING: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this

_____ day of _____, 2021.

CITY OF BOONVILLE, MISSOURI

By: _____
City Administrator

ATTEST:

City Clerk

LESSEE:

By: _____
Boonville Babe Ruth Baseball

SIGNED:

League Secretary

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this _____ day of _____, 2021, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonville Babe Ruth Softball**, c/o Kathy Howard, 10847 Providence School Drive, Prairie Home, Missouri 65068 hereinafter referred to as LESSEE.

WHEREAS, the LESSOR awards Lease Agreements for Concession Rights periodically in connection with community, summer recreational programs and facilities; and

WHEREAS, the LESSOR desires to formalize the expectations of the parties for the safety and protection of program participants, parties to the herein described activities and the public in general.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings to be kept and performed by the parties, it is hereby contracted and agreed as follows:

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Concession building at Bill Simmons Field at Rolling Hills Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of Rolling Hills Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.
2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession building for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said building in an organized, sanitary and safe condition.
3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning January 1, 2021 through midnight on December 31, 2022.
4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.
5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.
6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

concession operations authorized hereunder in strict compliance with the terms of this Agreement as well as the laws of the State of Missouri and the rules, regulations and codes of the City of Boonville, Missouri.

7. INDEPENDENT CONTRACTOR: It is understood and agreed that LESSEE shall be an independent contractor and shall furnish and pay for all concession items, equipment and supplies to be sold or used under the terms hereof. It is further understood and agreed that all inventory items, equipment and supplies the LESSEE uses in operation of the concessions, shall be purchased in the sole name of this LESSEE, if credit is used in acquisition thereof, and shall, in no event, be purchased in the name of LESSOR without first obtaining LESSOR'S written consent. The LESSEE shall hire its own employees and shall be solely responsible for the payment of their wages and compensation. LESSEE shall have exclusive control over the employees, and shall be responsible for all withholding, social security and unemployment taxes, workmen's compensation insurance, and all sales and use taxes (federal, state and local as same may apply) and for the filing of all necessary tax returns with the appropriate state and federal revenue agencies. The LESSEE shall further, at its own expense, be responsible for securing all City and State permits and licenses required to carry out its obligations under this Agreement.
8. INSURANCE/MUTUAL INDEMNIFICATION:
 - a) LESSEE shall carry general liability insurance, naming LESSOR as an additional insured. LESSOR shall carry property insurance on the Concession building.
 - b) LESSEE hereby agrees to indemnify and hold LESSOR harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSEE'S use of the aforesaid premises and all activities conducted by LESSEE, its agents and employees, under the terms of this Agreement. LESSOR hereby agrees to indemnify and hold LESSEE harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSOR'S use of the aforesaid premises and all activities conducted by LESSOR, its agents and employees, under the terms of this Agreement.
 - c) It is expressly understood and agreed that loss or theft of contents of the building premises hereinabove described shall not constitute negligence on the part of LESSOR, and LESSOR shall not be responsible therefor.
9. GENERAL PROVISIONS: LESSEE hereby agrees to the following:
 - (a) The sale and consumption of alcoholic beverages on the premises are regulated by Chapter 15 of the Code of General Ordinances;
 - (b) All refuse, including liquids other than water, shall be disposed of so as not to litter any public or private property, or create any nuisance or health hazard;

- (c) LESSEE and its employees shall be neat and tidy in their dress while engaged in concession activities;
- (d) All employees of LESSEE under the age of eighteen years shall be adequately supervised by an adult;
- (e) LESSEE shall at all times post, in a conspicuous manner, a sign showing the prices of all concession items to be sold under this Agreement;
- (f) LESSEE shall furnish to the LESSOR a financial statement listing all income and expenses of the LESSEE in sufficient detail to allow the LESSOR to review and examine the feasibility and fairness of this Agreement. Failure to submit an adequate financial statement within sixty (60) days of the end of the athletic season may result in the forfeit of LESSEE'S continued enjoyment of the concession rights herein granted; and
- (g) Upon request of LESSOR, LESSEE shall furnish audited financial statements, proof of insurance, and other evidence of compliance with the conditions of this Agreement.

- 10. ASSIGNMENT: This Agreement, or any part thereof, cannot be assigned, sublet or otherwise transferred without the express written consent of LESSOR.
- 11. TERMINATION: This Agreement may be terminated by either party for breach of the terms and provisions contained herein after written notice of such breach is given to the violating party. Upon receipt of such written notice, the party in violation shall have ten (10) days in which to cure such breach. If such breach shall not be cured within said period, this Agreement shall become null and void and of no effect at the option of the party giving said notice.
- 12. AGREEMENT BINDING: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this

_____ day of _____, 2021.

CITY OF BOONVILLE, MISSOURI

By: _____
City Administrator

ATTEST:

City Clerk

LESSEE:

By: _____
Boonville Babe Ruth Softball

SIGNED:

League Secretary

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this _____ day of _____, 2021, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonslick Heartland YMCA, Inc.**, Attn: Executive Director, 757 Third Street, Boonville, Missouri 65233 hereinafter referred to as LESSEE.

WHEREAS, the LESSOR awards Lease Agreements for Concession Rights periodically in connection with community, summer recreational programs and facilities; and

WHEREAS, the LESSOR desires to formalize the expectations of the parties for the safety and protection of program participants, parties to the herein described activities and the public in general.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings to be kept and performed by the parties, it is hereby contracted and agreed as follows:

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Kemper Armory Concession building at the F. T. Kemper Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of F. T. Kemper Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.
2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession building for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said building in an organized, sanitary and safe condition.
3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning January 1, 2021 through midnight on December 31, 2022.
4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.
5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.
6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

concession operations authorized hereunder in strict compliance with the terms of this Agreement as well as the laws of the State of Missouri and the rules, regulations and codes of the City of Boonville, Missouri.

7. INDEPENDENT CONTRACTOR: It is understood and agreed that LESSEE shall be an independent contractor and shall furnish and pay for all concession items, equipment and supplies to be sold or used under the terms hereof. It is further understood and agreed that all inventory items, equipment and supplies the LESSEE uses in operation of the concessions, shall be purchased in the sole name of this LESSEE, if credit is used in acquisition thereof, and shall, in no event, be purchased in the name of LESSOR without first obtaining LESSOR'S written consent. The LESSEE shall hire its own employees and shall be solely responsible for the payment of their wages and compensation. LESSEE shall have exclusive control over the employees, and shall be responsible for all withholding, social security and unemployment taxes, workmen's compensation insurance, and all sales and use taxes (federal, state and local as same may apply) and for the filing of all necessary tax returns with the appropriate state and federal revenue agencies. The LESSEE shall further, at its own expense, be responsible for securing all City and State permits and licenses required to carry out its obligations under this Agreement.
8. INSURANCE/MUTUAL INDEMNIFICATION:
 - a) LESSEE shall carry general liability insurance, naming LESSOR as an additional insured. LESSOR shall carry property insurance on the Concession building.
 - b) LESSEE hereby agrees to indemnify and hold LESSOR harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSEE'S use of the aforesaid premises and all activities conducted by LESSEE, its agents and employees, under the terms of this Agreement. LESSOR hereby agrees to indemnify and hold LESSEE harmless from all claims, demands, suits, judgments, expense or other liability, whatsoever, whether for personal injury or property damage, arising out of LESSOR'S use of the aforesaid premises and all activities conducted by LESSOR, its agents and employees, under the terms of this Agreement.
 - c) It is expressly understood and agreed that loss or theft of contents of the building premises hereinabove described shall not constitute negligence on the part of LESSOR, and LESSOR shall not be responsible therefor.
9. GENERAL PROVISIONS: LESSEE hereby agrees to the following:
 - (a) The sale and consumption of alcoholic beverages on the premises are regulated by Chapter 15 of the Code of General Ordinances;
 - (b) All refuse, including liquids other than water, shall be disposed of so as not to litter any public or private property, or create any nuisance or health hazard;

- (c) LESSEE and its employees shall be neat and tidy in their dress while engaged in concession activities;
- (d) All employees of LESSEE under the age of eighteen years shall be adequately supervised by an adult;
- (e) LESSEE shall at all times post, in a conspicuous manner, a sign showing the prices of all concession items to be sold under this Agreement;
- (f) LESSEE shall furnish to the LESSOR a financial statement listing all income and expenses of the LESSEE in sufficient detail to allow the LESSOR to review and examine the feasibility and fairness of this Agreement. Failure to submit an adequate financial statement within sixty (60) days of the end of the athletic season may result in the forfeit of LESSEE'S continued enjoyment of the concession rights herein granted; and
- (g) Upon request of LESSOR, LESSEE shall furnish audited financial statements, proof of insurance, and other evidence of compliance with the conditions of this Agreement.

- 10. ASSIGNMENT: This Agreement, or any part thereof, cannot be assigned, sublet or otherwise transferred without the express written consent of LESSOR.
- 11. TERMINATION: This Agreement may be terminated by either party for breach of the terms and provisions contained herein after written notice of such breach is given to the violating party. Upon receipt of such written notice, the party in violation shall have ten (10) days in which to cure such breach. If such breach shall not be cured within said period, this Agreement shall become null and void and of no effect at the option of the party giving said notice.
- 12. AGREEMENT BINDING: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this

_____ day of _____, 2021.

CITY OF BOONVILLE, MISSOURI

By: _____
City Administrator

ATTEST:

City Clerk

LESSEE:

By: _____
Executive Director, Boonslick
Heartland YMCA

SIGNED:

Secretary or Asst. Director



HOUSING AUTHORITY of the City of Boonville

506 Powell Ct. Office: 660-882-7332
Boonville, MO 65233-1521 Fax: 660-882-6811



MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON February 10, 2021

On the 10thth Day of February 2021, at 12:00 P.M. the Housing Authority Commissioners
met for a regular meeting at 506 Powell Court, Boonville, MO 65233

Present: Chairperson, Marilyn Adkins (Tele) Vice Chairperson, Betty St. John (Tele)
Commissioner, Charles Green (Tele) Commissioner, Elder Wayne Jones
Secretary, Robert Rorah City Council Rep. Morris Carter (Tele)
Guests: Stacey Pagliaro (Tele) Absent: Katelyn Huckabey

1. **Roll:** There being a quorum, Chairperson, Marilyn Adkins asked if there is any pertinent information to discuss before the agenda is placed on the table. Hearing none, Marilyn Adkins called the meeting to order.

2. **Meeting Minutes:** Consideration was given, and discussion held on minutes of the January 13, 2021 Regular Board Meeting. Charles Green made motion to approve the minutes. The motion was seconded by Elder Wayne Jones. The motion passed.

3. **Bills and Communications:** Discussion was held, and consideration was given on the following. The UMB Bank Balance for February 10, 2021 was \$57,088.21. Bills Paid in January 2021 were reviewed. The Bank Reconciliation Statement, Operating Budget, Trial Balance, Board Summary Report from November 2020 were discussed and reviewed.

4. **Report of the Secretary:** Consideration was given, and discussion was held on the following. PIC Reports for January 2021 were at 100%. The Project Performance Reports for January 2021 were also distributed and discussed. Tenant Occupancy was at 100%.

5. **Unfinished Business:** Discussion was held, and consideration was given on the FYE June 30, 2020 annual audit that is taking place now. The annual audit must be completed by March 31, 2021. Rorah reported the audit is taking place remotely by scanning and emailing documents to the auditor. The annual audit should be completed within a matter of days.

6. **New Business:** a. Discussion was held, and consideration was given on the 2021 Annual Plan and Capital fund Grant. Rorah indicated the public hearing and grant submission to HUD is on schedule for submission by April 15, 2021.

7. **Miscellaneous:** Betty St. John's appointment to serve another four-year term has been approved by Mayor, Ned Beach and the Boonville City Council. Marilyn Adkins made motion to add her name and Vice President, Betty St. John's name to the safety deposit authorization cards at First State Community Bank. Elder, Wayne Jones second. The motion passed.

8. **Adjournment** Marilyn Adkins made motion to adjourn, Betty St. John second.

CHAIRPERSON: _____ Date _____

SECRETARY: _____ Date _____

**CITY OF BOONVILLE
BOARD of PUBLIC WORKS
CANCELLATION
February 25, 2021
5:30 p.m.
City Services Building
1200 Locust Street
Boonville, Missouri**

The **Thursday, February 25, 2021** meeting of the **BOARD of PUBLIC WORKS** has been cancelled due to lack of agenda items. The next regularly scheduled meeting is **March 25, 2021**.

**Date Posted: February 18, 2021
Time Posted: 3:23 p.m.**

VACANT COMMITTEE POSITIONS & COMMITTEE APPOINTMENTS

Airport – 5 Seats – TOTAL NEEDED 4

Vacant – 3

Needs Renewed if they Choose – 1

Architectural Review Committee – 5 seats

Vacant – 0

Needs Renewed if they Choose – 0

Board of Adjustments – 5 Seats – TOTAL NEEDED 5

Vacant – 3

Needs Renewed if they Choose – 2

Board of Public Works – 4 Seats – TOTAL NEEDED 2

Vacant – 2

Needs Renewed if they Choose – 0

BOCA Board of Appeals—7 Seats – TOTAL NEEDED 1

Vacant – 1

Needs Renewed if they Choose – 0

Boonville Housing Authority Board – 5 Seats

Vacant – 0

Needs Renewed if they Choose – 0

Cemetery Board – 5 Seats – TOTAL NEEDED 2

Vacant – 2

Needs Renewed if they Choose – 0

Fire Board – 5 Seats

Vacant – 0

Needs Renewed if they Choose – 0

Historic Preservation Commission – 7 Seats – TOTAL NEEDED 2

Vacant – 2 (both seats expire May 2020)

Needs Renewed if they Choose – 0

Industrial Development Authority – 8 Seats

Vacant – 1 – leaving March 31, 2021

Needs Renewed if they Choose – 0

Local Agency Funding – 4 Seats

Vacant – 0

Needs Renewed if they Choose – 0

Kathy Sears (Expires May 2022)

Lindsey Murphy (Expires May 2022)

Mike Poindexter (Expires May 2022)

Brent Bozarth (Expires May 2022)

Parks and Recreation Board – 5 Seats – TOTAL NEEDED 1

Vacant – 1 (expire May 2020)

Needs Renewed if they Choose – 0

Planning and Zoning Commission – 5 Seats—TOTAL NEEDED 1

Vacant – 1 (seat expires May 2022)

Needs Renewed if they Choose – 0

Police Board – 5 Seats

Vacant – 0

Needs Renewed if the Choose – 0

Street, Alley, and Sanitation Board – 5 Seats

Vacant – 0

Needs Renewed if the Choose – 0

Tourism Committee – 5 Seats

Vacant – 0

Needs Renewed if the Choose – 0

Transportation Development District Committee – 5 Seats

Vacant – 0



Missouri Gaming Commission

State/Local Allocation of Gaming Revenues

For the Period 1/1/2021 through 1/31/2021

Year beginning 1/1/2021



RECEIVED
2/8/2021

RPT MGC/3

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
01/01/2021	Friday	\$6,618.00	\$47,242.77	\$53,860.77	\$3,309.00	\$42,518.49	\$4,724.28	\$8,033.28
01/02/2021	Saturday	\$10,178.00	\$73,080.56	\$83,258.56	\$5,089.00	\$65,772.50	\$7,308.06	\$12,397.06
01/03/2021	Sunday	\$6,288.00	\$43,014.68	\$49,302.68	\$3,144.00	\$38,713.21	\$4,301.47	\$7,445.47
01/04/2021	Monday	\$5,114.00	\$33,769.99	\$38,883.99	\$2,557.00	\$30,392.99	\$3,377.00	\$5,934.00
01/05/2021	Tuesday	\$4,968.00	\$36,539.82	\$41,507.82	\$2,484.00	\$32,885.84	\$3,653.98	\$6,137.98
01/06/2021	Wednesday	\$4,636.00	\$34,622.08	\$39,258.08	\$2,318.00	\$31,159.87	\$3,462.21	\$5,780.21
01/07/2021	Thursday	\$4,756.00	\$33,047.29	\$37,803.29	\$2,378.00	\$29,742.56	\$3,304.73	\$5,682.73
01/08/2021	Friday	\$9,864.00	\$61,006.53	\$70,870.53	\$4,932.00	\$54,905.88	\$6,100.65	\$11,032.65
01/09/2021	Saturday	\$12,596.00	\$86,344.92	\$98,940.92	\$6,298.00	\$77,710.43	\$8,634.49	\$14,932.49
01/10/2021	Sunday	\$5,998.00	\$48,055.19	\$54,053.19	\$2,999.00	\$43,249.67	\$4,805.52	\$7,804.52
01/11/2021	Monday	\$4,402.00	\$17,824.29	\$22,226.29	\$2,201.00	\$16,041.86	\$1,782.43	\$3,983.43
01/12/2021	Tuesday	\$4,228.00	\$27,269.44	\$31,497.44	\$2,114.00	\$24,542.50	\$2,726.94	\$4,840.94
01/13/2021	Wednesday	\$4,984.00	\$35,143.22	\$40,127.22	\$2,492.00	\$31,628.90	\$3,514.32	\$6,006.32
01/14/2021	Thursday	\$4,794.00	\$46,660.40	\$51,454.40	\$2,397.00	\$41,994.36	\$4,666.04	\$7,063.04
01/15/2021	Friday	\$4,810.00	\$45,727.70	\$50,537.70	\$2,405.00	\$41,154.93	\$4,572.77	\$6,977.77
01/16/2021	Saturday	\$11,100.00	\$75,653.43	\$86,753.43	\$5,550.00	\$68,088.09	\$7,565.34	\$13,115.34
01/17/2021	Sunday	\$6,908.00	\$53,445.65	\$60,353.65	\$3,454.00	\$48,101.09	\$5,344.56	\$8,798.56
01/18/2021	Monday	\$5,542.00	\$46,170.71	\$51,712.71	\$2,771.00	\$41,553.64	\$4,617.07	\$7,388.07
01/19/2021	Tuesday	\$3,780.00	\$26,269.11	\$30,049.11	\$1,890.00	\$23,642.20	\$2,626.91	\$4,516.91
01/20/2021	Wednesday	\$4,672.00	\$34,321.58	\$38,993.58	\$2,336.00	\$30,889.42	\$3,432.16	\$5,768.16
01/21/2021	Thursday	\$6,084.00	\$39,616.75	\$45,700.75	\$3,042.00	\$35,655.08	\$3,961.67	\$7,003.67
01/22/2021	Friday	\$10,552.00	\$70,081.64	\$80,633.64	\$5,276.00	\$63,073.48	\$7,008.16	\$12,284.16
01/23/2021	Saturday	\$12,948.00	\$81,624.38	\$94,572.38	\$6,474.00	\$73,461.94	\$8,162.44	\$14,636.44
01/24/2021	Sunday	\$4,850.00	\$38,854.84	\$43,704.84	\$2,425.00	\$34,969.36	\$3,885.48	\$6,310.48
01/25/2021	Monday	\$3,816.00	\$19,766.17	\$23,582.17	\$1,908.00	\$17,789.55	\$1,976.62	\$3,884.62
01/26/2021	Tuesday	\$4,340.00	\$34,320.71	\$38,660.71	\$2,170.00	\$30,888.64	\$3,432.07	\$5,602.07
01/27/2021	Wednesday	\$3,032.00	\$25,240.90	\$28,272.90	\$1,516.00	\$22,716.81	\$2,524.09	\$4,040.09
01/28/2021	Thursday	\$5,284.00	\$46,343.75	\$51,627.75	\$2,642.00	\$41,709.38	\$4,634.37	\$7,276.37
01/29/2021	Friday	\$11,452.00	\$88,298.11	\$99,750.11	\$5,726.00	\$79,468.30	\$8,829.81	\$14,555.81
01/30/2021	Saturday	\$12,102.00	\$79,773.84	\$91,875.84	\$6,051.00	\$71,796.46	\$7,977.38	\$14,028.38
01/31/2021	Sunday	\$7,618.00	\$60,147.32	\$67,765.32	\$3,809.00	\$54,132.59	\$6,014.73	\$9,823.73
Casino Report Totals:		\$208,314.00	\$1,489,277.77	\$1,697,591.77	\$104,157.00	\$1,340,350.02	\$148,927.75	\$253,084.75
Casino YTD Totals		\$208,314.00	\$1,489,277.77	\$1,697,591.77	\$104,157.00	\$1,340,349.99	\$148,927.78	\$253,084.78

*Note : The figures contained in this report may be subject to adjustment.

Wide Area Progressive Jackpot Contribution Reported as Manual Jackpot on Third Saturday of Month