



City Of
BOONVILLE

City of Boonville

Council Meeting Agenda

November 01, 2021

7:00 p.m.

City Council Chambers

525 E. Spring Street

Boonville MO 65233

Meeting Live streamed <https://www.youtube.com/user/cityofboonvillemo> & Channel 3 with Suddenlink Cable TV

DANGEROUS BUILDING HEARING

AGENDA

6:30 p.m.

Evidentiary Hearing for 521 Tenth Street

- I. Call to order – Pledge and Prayer (Albert Turner)**
- II. Roll call**
- III. Hearing of Citizens' Comments**
- IV. Approval of the Minutes of the October 18, 2021 Council Meeting**
- V. Consent Items.**
 - A. Consider Pay Request Order No. 2 from Rhad Baker Construction LLC in the amount of \$73,638.00 for Kemper Library Parking Lot Improvements.**
 - B. Consider Change Order No. 1 from Rhad Baker Construction LLC the amount of <\$0.00> for Kemper Library Parking Lot Improvements.**
 - C. Consider Pay Request Order No. 2 from Frech Paving CO. in the amount of \$53,227.86 for Asphalt Improvements 2021**

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill NO 2021-027 Authorizing and Approving the Ameren MO electric and gas franchise
- B) Second Reading of Bill NO 2021-028 Authorizing and Approving the Ameren Mo lighting Agreement
- C) Third Reading of Bill No. 2021-009 Approving Annexation for Fox Hollow Subdivision
- D) Third Reading of Bill No. 2021-010 Approving Project and Preliminary Site Plan for Fox Hollow Subdivision

VIII. New Business

- A) First Reading of Bill NO 2021-029 Chapter 4 Animals and Fowl
- B) First Reading of Bill NO 2021-030 Approving an Option for Easement Agreement with Robinson Real Estate Easement Company, LLC
- C) Consider Resolution R2021-14 Authorizing and Approving Participation in the Cooper County Natural Hazard Mitigation Plan

IX. Reports of Standing Committees

- Board of Public Works
-
- Boonville Housing Authority

X. Reports of City Officials

- A) City Administrator
 - Fox Hollow Update
- B) Mayor
- 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 COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting Minutes
October 18, 2021

The Boonville City Council met in Regular Session on October 18, 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; Amber Davis, City Clerk; and Bobby Welliver, Sergeant at Arms. Doug Abele, Interim City Counselor

NOTICE POSTED: Thursday, October 14 ,2021 at 11:15 a.m.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

The following Council Representatives were present: Whitney Venable, Albert Turner, Steve Young, Susan Meadows, Andrew Cowherd, Theresa Hurt, Barry Elbert Council Representative Michael Stock was absent.

HEARING OF CITIZENS' COMMENTS

None

APPROVAL OF THE MINUTES OF THE OCTOBER 4, 2021 COUNCIL MEETING

The Minutes were approved as presented

CONSENT ITEMS

None

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Davis 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. Ms. Meadows moved, and Mr. Venable Seconded the motion to approve the Consent Items. With no further discussion Roll call was taken. Ayes: Venable, Turner, Young, Meadows, Cowherd, Hurt and Elbert. Total (7) Opposed: total (0) Absent: Stock (1) Motion Carried.

UNFINISHED BUSINESS

ANIMAL AND FOWL ORDINANCE REVISION DISCUSSION

Ms. Fjell directed the council to the memo in the packet and addressed the highlighted areas where changes had been made. Some examples she gave are the new provisions on poultry, chickens, hens etc. such as how many are allowed at each residence and coop size for the chickens. There is also a new section called Trap-Neuter-Release which means the process of humanely trapping, sterilizing, vaccinating, ear tipping and releasing feral cats to their original location. The memo also clarifies dangerous, exotic animals and animals running at large which includes fowl and reptiles. Ms. Fjell stated she has started to work on an application. Ms. Meadows wanted clarification on the chickens and if they are allowed to be outside of the coop to run around. Ms. Fjell stated no, they are to always be inside the coop.

ROBINSON OUTDOOR SIGN PROPOSAL DISCUSSION

Mr. Mayor directs the council to the Robinson Outdoor Proposal in the packet and asked the Council if they have any questions or concerns and want to move forward with the proposal. Mr. Young inquired if this sign would help promote Boonville. Ms. Fjell stated that the company will have a billboard sign that they will sell their advertisement on. In exchange for the permanent easement Robinson Outdoor will build a LED sign for the city at the soccer fields. Mr. Young stated the city should ask Robinson Outdoor if the city could have so many minutes of advertisement on the billboard. Mr. Turner asked if the term permanent easement is a common thing, City Counselor Mr. Abele stated that an easement is permanent unless the document details a specific time period.

NEW BUSINESS

CONSIDER RESOLUTION WITH GBH BUILDINGS FOR IMPROVEMENTS AT JOHNSON FIELD HOUSE

Ms. Davis read the resolution in its entirety. Mr. Venable moved, and Ms. Hurt seconded the motion to approve the resolution. With no further discussion Roll call was taken. Ayes: Venable, Turner, Young, Meadows, Cowherd, Hurt and Elbert. Total (7) Opposed: total (0) Absent: Stock (1) Motion Carried.

FIRST READING OF BILL NO 2021-027 AUTHORIZING AND APPROVING THE AMEREN MO ELECTRIC AND GAS FRANCHISE

Ms. Davis Read, by title only, a copy of the bill

FIRST READING OF BILL NO 2021-028 AUTHORIZING AND APPROVING THE AMEREN MO LIGHTING AGREEMENT

Ms. Davis Read, by title only, a copy of the bill

CONSIDER STREET CLOSURE FOR SAINT PETER AND PAUL CATHOLIC CHURCH

Mr. Venable moved, and Mr. Turner Seconded the motion to approve the Consent Items. With no further discussion Roll call was taken. Ayes: Venable, Turner, Young, Meadows, Cowherd, Hurt and Elbert. Total (7) Opposed: total (0) Absent: Stock (1) Motion Carried.

CONSIDER APPROVAL OF HIGHWAY SALT BID FOR FY 2021-2022

Mr. Ditto public works director directed the council to the memo detailing the salt bids and past low bids. Mr. Venable moved, and Mr. Elbert Seconded the motion to approve the Consent Items. With no further discussion roll call was taken. Ayes: Venable, Turner, Young, Meadows, Cowherd, Hurt and Elbert. Total (7) Opposed: total (0) Absent: Stock (1) Motion Carried.

REPORTS OF STANDING COMMITTEES

PLANNING AND ZONING-

Mr. Venable stated that the commission considered a revised preliminary plan and changed annexation request from developers. Mr. Venable made a motion to take the fox hollow preliminary plan and annexation petition off the table for the third reading for November 1st. Mr. Young seconded the motion with no further discussion roll call was taken Ayes: Venable, Turner, Young, Meadows, Cowherd, Hurt and Elbert. Total (7) Opposed: total (0) Absent: Stock (1) Motion Carried.

Mr. Venable made a motion to set a public hearing for the proposed Fox Hollow Development on November 15th at 6:00 p.m. Mr. Young seconded. Mr. Cowherd inquired if there would be verifying figures. Ms. Fjell stated those figures, and a development agreement should be on November 1st Agenda. With no further discussion roll call was taken. Ayes: Venable, Turner, Young, Meadows, Cowherd, Hurt and Elbert. Total (7) Opposed: total (0) Absent: Stock (1) Motion Carried.

POLICE BOARD-

Ms. Hurt did not make it to that meeting.

HISTORIC PRESERVATION BOARD-

Ms. Meadows stated the board discussed rather they should disband due to low activity and discussed options for continuing.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Ms. Fjell directed the council to the memo and charts in the packet. MODOT has evaluated the timing at our traffic lights at Spring and Morgan Streets that are city owned lights

The city manages and operates them. The city has always worked closely with MODOT when there is an accident on I-70 and traffic needs to be re-routed through Boonville, MODOT has come to Boonville to lengthen the green light time on Main Street to increase traffic flow. MODOT is now requesting that we move to a dynamic max system which allows the lights to automatically respond to traffic changed to utilize this program the red-yellow-green must operate 24 hours. Ms. Fjell stated we would eliminate flashing red lights at night. The other recommended changes relate to bringing our lights in line with National Safety Standards. City Council agreed to make the proposed changes to the streetlights.

MAYOR

Mayor Beach wanted to commend The Community Calendar committee and let everyone know how good of a job they did how long and hard they worked on the website and the website looks great.

Mayor Beach Praised Gigi Quinlan McAreavy and the Boonslick Community Development Corporation on the success of bringing Kawasaki a manufacturing business into the community.

CITY CLERK

None

MISCELLANEOUS

Mayor Beach advised the Council to read through the finance statements that are at the end of the council packets

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Turner seconded the motion to adjourn at 7:38 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Amber Davis, City Clerk

Approved:

Ned Beach, Mayor

9

PROJECT NO: 454-287 Kemper Library Parking Lot Improvements

DATE: 10-27-2021

00621/1

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
TOTALS *		\$0.00	\$0.00

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109
(573) 893-5558



Pay Estimate No.2

Item No.	Description	Contract Quantity	Unit	Unit Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total in Place	Left to Finish	Unit
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	0.7	0.3	\$15,000.00	\$50,000.00	0	LS
2	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	0.5	0.5	\$1,000.00	\$2,000.00	0	LS
3	Permanent Signs	21.75	SF	\$ 40.00	\$ 870.00	0	0	\$0.00	\$0.00	22	SF
4	Removal of Improvements	1	LS	\$ 20,000.00	\$ 20,000.00	0.5	0.5	\$10,000.00	\$20,000.00	0	LS
5	Excavation, Filling & Grading	1	LS	\$ 20,000.00	\$ 20,000.00	0	0.5	\$10,000.00	\$20,000.00	1	LS
6	Subgrade Compaction	2761	SY	\$ 3.00	\$ 8,283.00	0	1500	\$4,500.00	\$4,500.00	1,261	SY
7	Type 5 Aggregate Base	48	TON	\$ 25.00	\$ 1,200.00	0	48	\$1,200.00	\$1,200.00	0	TON
8	4" PCC Concrete Sidewalk	176	SY	\$ 45.00	\$ 7,920.00	0	0	\$0.00	\$0.00	176	SY
9	8" PCC Concrete Parking Lot and Drives	1,738	SY	\$ 48.00	\$ 83,424.00	0	0	\$0.00	\$0.00	1,738	SY
10	8" PCC Concrete Road	847	SY	\$ 49.00	\$ 41,503.00	0	0	\$0.00	\$0.00	847	SY
11	30" Type "A" Curb and Gutter including 4" Type 5 Base rock	1,212	LF	\$ 35.00	\$ 42,420.00	0	1126	\$39,410.00	\$39,410.00	86	LF
12	Aggregate Surface and Base	16	TON	\$ 25.00	\$ 400.00	0	16	\$400.00	\$400.00	0	TON
13	Utility and Storm Sewer Adjustment	1	LS	\$ 300.00	\$ 300.00	0	1	\$300.00	\$300.00	0	LS
14	Erosion Control Mat	353	SY	\$ 10.00	\$ 3,530.00	0	0	\$0.00	\$0.00	353	SY
15	Fertilize, Seeding and Mulching	1	LS	\$ 2,500.00	\$ 2,500.00	0	0	\$0.00	\$0.00	1	LS
16	Parking Blocks	17	EA	\$ 120.00	\$ 2,040.00	0	0	\$0.00	\$0.00	17	EA
17	Handrail - Parking Lot & Ramp	1	LS	\$ 25,000.00	\$ 25,000.00	0	0	\$0.00	\$0.00	1	LS
18	Handrail - Steps South Entrance	1	LS	\$ 38,000.00	\$ 38,000.00	0	0	\$0.00	\$0.00	1	LS
19	Concrete Ramp - West Side	1	LS	\$ 28,000.00	\$ 28,000.00	1	0	\$0.00	\$28,000.00	0	LS
20	Concrete Steps - South Side (including concrete pad and 4" base)	1	LS	\$ 22,000.00	\$ 22,000.00	1	0	\$0.00	\$22,000.00	0	LS
21	Doors, Openers, and Repairs	1	LS	\$ 18,400.00	\$ 18,400.00	0	0	\$0.00	\$0.00	1	LS
22	Electrical and CCTV	1	LS	\$ 74,930.00	\$ 74,930.00	0.46	0	\$0.00	\$34,467.80	1	LS
23	Contingency	1	LS	\$ 30,000.00	\$ 30,000.00	0	0	\$0.00	\$0.00	1	LS

Contract Total \$ 522,720.00

\$81,810.00 \$212,277.80

CONTRACT CHANGE ORDER **SECTION 00941**

Change Order No. 1
Project No. 454-287 Kemper Library Parking Lot Improvements

Sheet of 6
Original of 6

Recommended: MECO Engineering Co., Inc. (Engineer) To: Rhad Baker Construction LLC (Contractor)

From: City of Boonville MO (Owner)

You are hereby directed to make the following changes:

I. Reason for change and effect on completion time (if any):

The existing brick wall had deteriorated prior to and during construction on the south side of Kemper Library

II. Cost of work affected by this Change Order:

Item No.	Item Description	Bid Amount		Previous Change Orders		This Change Order		Revised Contract	
		Quantity/Units	Unit Price	Value	C.O. #	Quantity Changed	Increase Qty. Decrease Qty.		Amount Added or Deducted
23	Contingency	1 LS	\$30,000.00	\$30,000.00			-0.16671 LS	-\$5,001.25	Quantity/Unit 1 LS
24	Decorative Block Wall	1 LS	\$5,001.25	\$5,001.25			1 LS	\$5,001.25	\$24,998.75
Total This Sheet:									\$0.00

1. Original Contract Amount: \$522,720.00
2. Add or Deduct This Order Totals: \$0.00
3. Add or Deduct Previous:
4. Total Add or Deduct to Date (2+3): \$0.00
5. Revised Contract Amount (1+4): \$522,720.00

Recommended:  10/27/21
Engineer - MECO Engineering Company Date

Ordered: Owner  Date
Accepted: Contractor  10-27-2021 Date

Change Order is subject to all provisions of the Contract Documents and is not in effect unless signed by all parties.

APPLICATION AND CERTIFICATE FOR PAYMENT (PAY ESTIMATE)

Original _____ of 6
Page _____ of

PROJECT NO: 454-283 Asphalt Improvements 2021

CONTRACTOR: Fresh Paving
OWNER: City Of Boonville MO

APPLICATION NO: 2-FINAL
APPLICATION DATE: 1-Nov-21
PERIOD FROM:

ORIGINAL CONTRACT SUM: \$157,149.43
NET CHANGE BY CHANGE ORDERS: \$11,427.68
CONTRACT SUM TO DATE: \$168,577.11
TOTAL COMPLETED & STORED TO DATE: \$168,577.11
RETAINAGE 0%: \$0.00
TOTAL EARNED LESS RETAINAGE: \$168,577.11
LESS PREVIOUS CERTIFICATES OF PAYMENT: \$115,349.25
CURRENT PAYMENT DUE: \$53,227.86
CONTRACT TIME LIMIT DATE: July 31, 2021

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	8/2/2021	\$11,427.68	
TOTALS		\$11,427.68	\$0.00

NET CHANGE BY CHANGE ORDERS: \$11,427.68

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 the 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 \$ 53,227.86 (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:
BY: 
DATE: 10-21-2021

OWNER:
BY: 

ENGINEER:
BY: 
MECO ENGINEERING COMPANY, INC.
ENGINEERS • SURVEYORS



2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109 (573)893-5558

Pay Estimate No.2-FINAL 454-283 Asphalt Pavement Rehabilitation

Item No	Description	Contract Quantity	Unit	Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total in Place	Left to Finish	Unit
1	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	1	0	\$0.00	\$2,000.00	0	LS
2	Traffic Control	1	LS	\$ 1,000.00	\$ 1,000.00	1	0	\$0.00	\$1,000.00	0	LS
3	Removal of Improvements	1,147	SY	\$ 18.05	\$ 20,703.35	471	676	\$12,201.80	\$20,703.35	0	SY
4	Geotextile Separation Fabric	1,147	SY	\$ 2.45	\$ 2,810.15	471	676	\$1,666.20	\$2,810.15	0	SY
5	6" MODOT Type 5 Aggregate Base	1,147	SY	\$ 12.25	\$ 14,050.75	471	676	\$8,281.00	\$14,050.75	0	SY
6	Subgrade Compaction	1,147	SY	\$ 0.03	\$ 34.41	471	676	\$20.28	\$34.41	0	SY
7	3" BP-1 Wedge Surface Course	1,147	SY	\$ 27.00	\$ 30,969.00	471	676	\$18,252.00	\$30,969.00	0	SY
8	2" thk BP-1 Surface Course	4,727	SY	\$ 10.80	\$ 51,051.60	4,727	0	\$0.00	\$51,051.60	0	SY
9	Tack Coat	222	GAL	\$ 4.00	\$ 888.00	222	0	\$0.00	\$888.00	0	GAL
10	2" Milling and Pavement Prep, Including Sweeping Full Width	2,088	SY	\$ 6.45	\$ 13,467.60	2,088	0	\$0.00	\$13,467.60	0	SY
11	30" Roll Back Curb and Gutter	120	LF	\$ 64.70	\$ 7,764.00	120	0	\$0.00	\$7,764.00	0	LF
12	30" Type A Curb and Gutter	395	LF	\$ 60.35	\$ 23,838.25	395	0	\$0.00	\$23,838.25	0	LF
13	Contingency	0	LS	\$ 15,000.00	\$ -	0	0	\$0.00	\$0.00	0	LS

Contract Total \$ 168,577.11

\$40,411.28 \$168,577.11

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 **November 1, 2021** the sum of **\$327,069.33**

General Fund	\$92,823.36
Sanitation	\$19,478.49
CIP Tax	\$5,536.42
Water Works	\$91,657.98
Capital Projects	\$0.00
Waste Water	\$75,562.42
Tourism	\$4,030.90
Gaming	\$4,737.66
Parks/Water	\$138.40
Kemper Sales Tax	\$33,103.70
Economic Development Projects	\$0.00

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 **\$327,069.33** 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 **November 1, 2021** read for the second time this **November 1, 2021** since a copy was made available prior to the meeting.

Approved **November 1, 2021** _____

Mayor

Endorsed **November 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. 2021-009

DATE _____

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~~, ~~R-2~~ 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-2~~~~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-2R-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, following discussion with City Council and developers, City Council approved putting this annexation bill ordinance on the table at their March 15th, 2021 meeting; and

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WHEREAS, the developers put forward a modified plan for development on August 30th, 2021 which eliminated financing portions of their development plan for consideration by City Council and during the September 7th, 2021 Council meeting, City Council discussed the revised proposal, and motioned and approved for the City to continue evaluating the revised proposal; and

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WHEREAS, the developers, through Van Matre Law Firm, P.C., submitted a letter dated October 7th, 2021, herein attached as "EXHIBIT B" and made a part hereof by reference, removing certain conditions for annexation; and

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WHEREAS, the revised development plan which modified the zoning districts of the parcel and reduced housing density from an R-3 to an R-2 zone and "EXHIBIT B" was reviewed by the Planning and Zoning Commission at their meeting on October 12th, 2021 and was approved by the Commission; and

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WHEREAS, at the October 18th, 2021 City Council meeting, the City Council approved to take the annexation bill ordinance off the table for a 3rd third reading during the November 1st, 2021 City Council meeting; and

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WHEREAS, at the October 18th, 2021 City Council meeting, City Council further approved to hold another hearing on the Fox Hollow development at the November 15th, 2021 Council meeting; and

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WHEREAS, notice of the November 15th, 2021 Public Hearing were given by publication of notice thereof on Saturday, October 30th, 2021 in the Boonville Daily Newspaper, a paper of general circulation in Cooper County; and

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WHEREAS, this bill Ordinance was amended to reflect the zoning request changes, between the second and third reading; and

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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-2R-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

THIRD READING: NOVEMBER 1, 2021

FOURTH READING: NOVEMBER 15, 2021

FIFTH READING: DECEMBER 6, 2021

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READ FOR THE ~~THIRD~~ ~~FOURTH~~ ~~FIFTH~~ -TIME AND PASSED ON THIS ~~5TH~~ 6th DAY OF ~~APRIL~~ ~~NOVEMBER~~ DECEMBER, 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, THIRD READING, AND FOURTH, AND FIFTH READINGS AND PUBLIC HEARINGS ON THE ZONING AND ANNEXATION WERE PROPERLY HELD.

PRESIDENT OF THE COUNCIL

APPROVED THIS ~~5TH~~ 6TH DAY OF ~~APRIL~~ DECEMBER, 2021

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NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, AMBER DAVIS, CITY CLERK



**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

Exhibit A

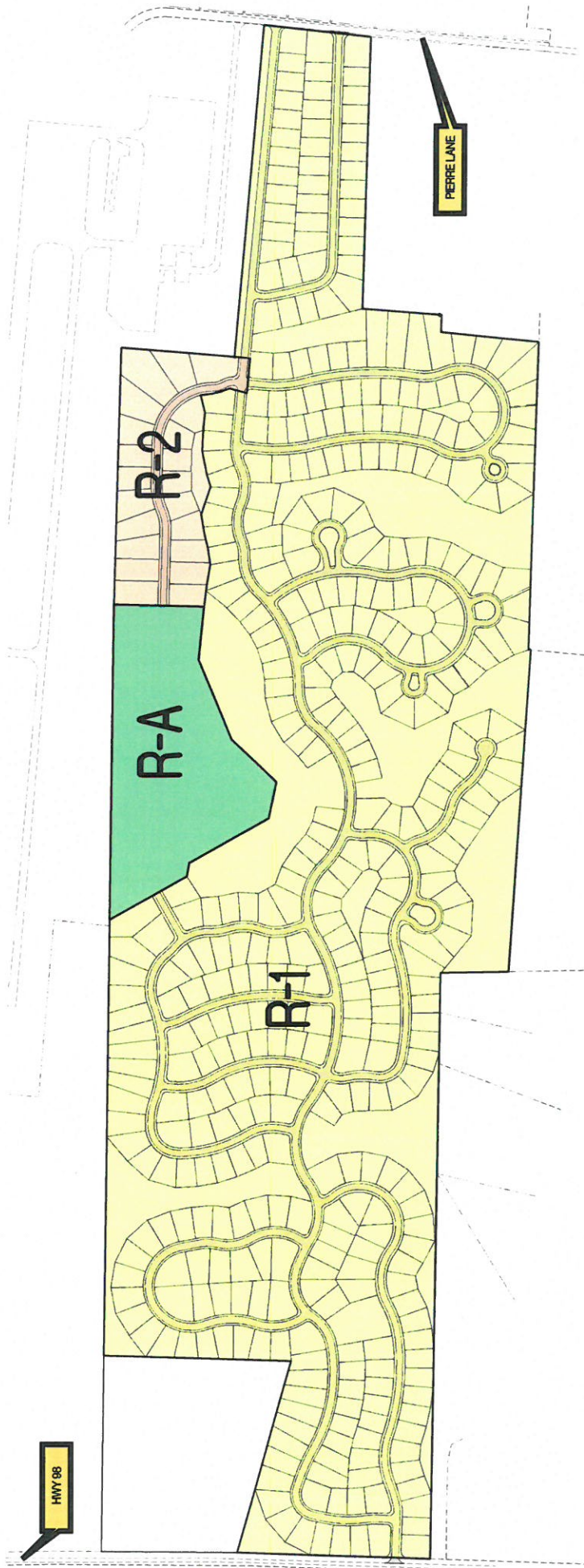
Legal Description of the Property

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



VAN MATRE LAW FIRM, P.C.

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

1103 EAST BROADWAY
POST OFFICE BOX 1017
COLUMBIA, MISSOURI 65201

(573) 874-7777

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CRAIG A. VAN MATRE (RETIRED)
ROBERT N. HOLLIS
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RICHARD B. HICKS
KAREN E. HAJICEK
BRIAN R. HAJICEK

THOMAS M. HARRISON
JOSHUA J. SIEG
ROGER W. JOHNSON

EVERETT S. VAN MATRE
(1922-1998)

October 7, 2021

City of Boonville
Office of City Administrator
Attn: Kate Fjell
401 Main Street
Boonville, Missouri 65233

Re: Thurman Development

Dear Ms. Fjell,

On behalf of my client, Troy Thurman Construction Company., Inc., please consider this as a request that the City of Boonville (the "City") City Council continue its consideration of that certain Petition Requesting Annexation of Land to the City of Boonville, Missouri and Designation of Zoning Classifications (the "Petition") submitted to the City by my client. Based on feedback from the community and the City following the public hearing on the Petition, we are providing supplemental information. More specifically, there is no longer condition to annexation that tax increment financing be approved or that a deannexation agreement be approved. There is now a condition to annexation that a development agreement be approved, with terms substantially similar to terms that have been submitted to the City. There also remains a condition to annexation for the approval of zoning designations substantially the same as originally submitted and as shown on the plans submitted herewith. All other aspects of the Petition remain unchanged except as described above.

Should you have any questions about the foregoing, please do not hesitate to contact me. Thank you in advance for your time and consideration.

Very truly yours,

Van Matre Law Firm, P.C.

By:


Robert N. Hollis

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 VIERTEL 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, 2021. A modified development plan was presented to the Planning and Zoning Commission on October 12, 2021, which included a reduction in density by increasing the number of single family home and shifting from multi-family to duplex construction as well as the addition of a 15 acre parcel dedicated for a future city park, 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 a 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, modified and presented at the October 12, 2021 Planning and Zoning Commission, 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.

FIRST READING: MARCH 1, 2021

SECOND READING: MARCH 15, 2021

THIRD READING: NOVEMBER 1, 2021

FOURTH READING: NOVEMBER 15, 2021

FIFTH READING: DECEMBER 6, 2021

READ FOR THE ~~THIRD~~ FOURTH FIFTH TIME AND PASSED THIS 156TH DAY OF ~~APRIL~~ NOVEMBER DECEMBER, 2021, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST, ~~AND~~ SECOND, THIRD, ~~AND~~ FOURTH, ~~AND~~ FIFTH READINGS.

PRESIDENT OF THE COUNCIL

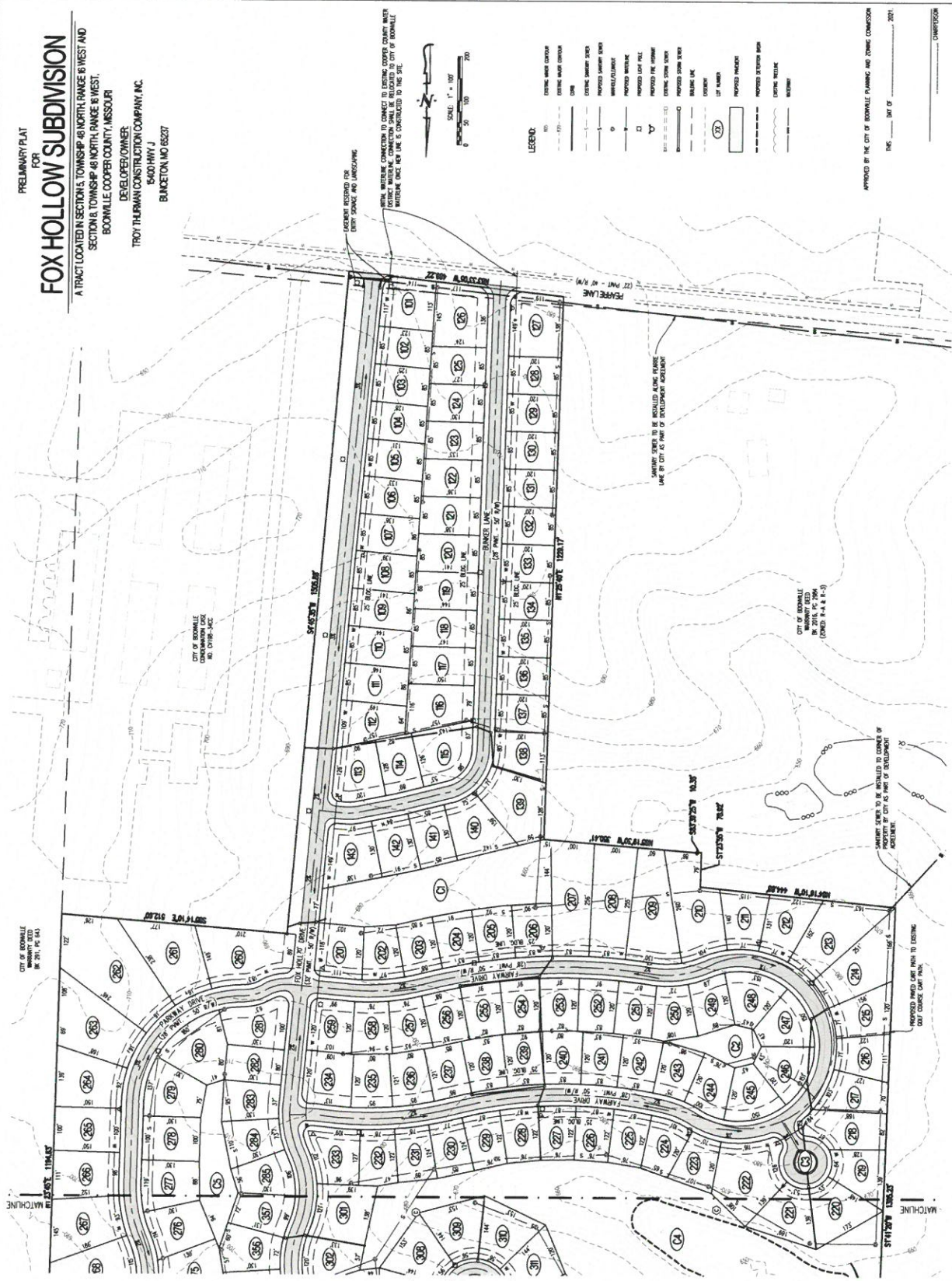
APPROVED THIS 156TH DAY OF ~~APRIL~~ NOVEMBER DECEMBER 2021.

NED BEACH, MAYOR

ATTEST:

~~TERESA STUDLEY~~ AMBER DAVIS, CITY CLERK

PRELIMINARY PLAT FOR **FOX HOLLOW SUBDIVISION** A TRACT LOCATED IN SECTION 3, TOWNSHIP 46 NORTH, RANGE 6 WEST AND SECTION 18, TOWNSHIP 46 NORTH, RANGE 6 WEST, BOONVILLE COOPER COUNTY, MISSOURI DEVELOPER/OWNER TROY THURMAN CONSTRUCTION COMPANY, INC. 6400 HWY. J BUNKETON, MO 65227



- NOTES:**
1. ALL PUBLIC UTILITY SERVICE LINES SHALL BE MINIMUM 18" DIAMETER. SERVICE LINES NOT CONSTRUCTED ALONG FRONTY LOT TO BE LOCATED WITHIN 10' OF THE STREET. SERVICE LINES SHALL BE LOCATED TO THE SOUTH OF THE STREET IF THE STREET IS CHANGING FROM 10' TO 12'.
 2. THE TRACT DOES NOT INCLUDE THE 100 YEAR FLOODPLAIN AS SHOWN BY FEMA PANELS PROVISIONAL, PRELIMINARY, AND FINAL, DATED MAY 01, 2011.
 3. THE STREET ROW SHALL BE 50 FEET WIDE, UNLESS OTHERWISE NOTED.
 4. THERE SHALL BE A 10 FOOT EASEMENT ALONG THE SIDE OF EACH LOT ADJACENT TO STREET RIGHT-OF-WAY.
 5. WATER DISTRIBUTION TO BE PROVIDED BY THE CITY OF BOONVILLE.
 6. ELECTION DISTRIBUTION TO BE DETERMINED.
 7. LOT NUMBERS SHOWN ARE FOR MAPBOOK PURPOSES ONLY.
 8. THE PLAT CORNER 214.11 ACRES.
 9. A SERVICE SHALL BE CONSTRUCTED ALONG ONE SIDE OF ALL INTERSECTIONS. SERVICE SHALL BE CONSTRUCTED ALONG THE SIDE OF THE STREET THAT HAS NO RESIDENTIAL LOTS AND IS ADJACENT TO THE HIGHEST PROPERTY.
 10. LOT C-17 AND C-18 ARE COMMON LOTS AND ARE TO BE DEDEDICATED TO THE HOMEOWNERS ASSOCIATION. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID IMPROVEMENTS.
 11. THE PLAT FOR THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES.
 12. ALL STORM SEWER AND STORM WATER DETENTION BASINS SHALL MEET THE DESIGN STANDARDS OF THE CITY OF BOONVILLE.
 13. ANY STRUCTURE OR OBJECT WITHIN THE 100 YEAR FLOODPLAIN SHALL BE PRESERVED. STRUCTURES SHALL BE PRESERVED, INCLUDING EXISTING STRUCTURES, STREETS, LIGHT TOWERS, ETC.
 14. SHALL NOT HAVE A TOP ELEVATION ABOVE 720' THIS INCLUDES, BUT NOT LIMITED TO, EXISTING STRUCTURES, STREETS, LIGHT TOWERS, ETC.
 15. SHALL NOT HAVE A TOP ELEVATION ABOVE 720' THIS INCLUDES, BUT NOT LIMITED TO, EXISTING STRUCTURES, STREETS, LIGHT TOWERS, ETC.
 16. LOT 1 IS TO BE CONVEYED TO THE CITY OF BOONVILLE FOR PARK PURPOSES.
 17. LOT 2 CORNER AN EXISTING CORNER AND SHALL BE PRESERVED.
 18. IF THE METHOD OF EXISTING CORNER AND SHALL BE PRESERVED.
 19. THROUGH THE DEVELOPMENT IS SHOWN, THE TRACT SHALL BE CONVEYED TO THE BOONVILLE SYSTEM. EXISTING CORNER AND SHALL BE PRESERVED.
 20. THROUGH THE DEVELOPMENT IS SHOWN, THE TRACT SHALL BE CONVEYED TO THE BOONVILLE SYSTEM. EXISTING CORNER AND SHALL BE PRESERVED.
 21. THE FIRST PHASE (LOTS 101-142) SHALL BE EXEMPT FROM STREAMLINED REVIEW.
 - 22.

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

PREPARED BY:
EROCROCKETT
1000 N. Main Street, Suite 200
Boonville, MO 65227
Phone: 660-881-0001
Fax: 660-881-0002
www.ero-crockett.com
Missouri Registered Professional Engineer
No. 000000000

TRACY G. CROCKETT - PE 000000000
10/10/2021

PRELIMINARY PLAT
FOR
**FOX HOLLOW
SUBDIVISION**

A TRACT LOCATED IN
SECTION 5, TOWNSHIP 48 NORTH, RANGE 16 WEST AND
SECTION 4, TOWNSHIP 48 NORTH, RANGE 16 WEST,
BOONVILLE COOPER COUNTY, MISSOURI

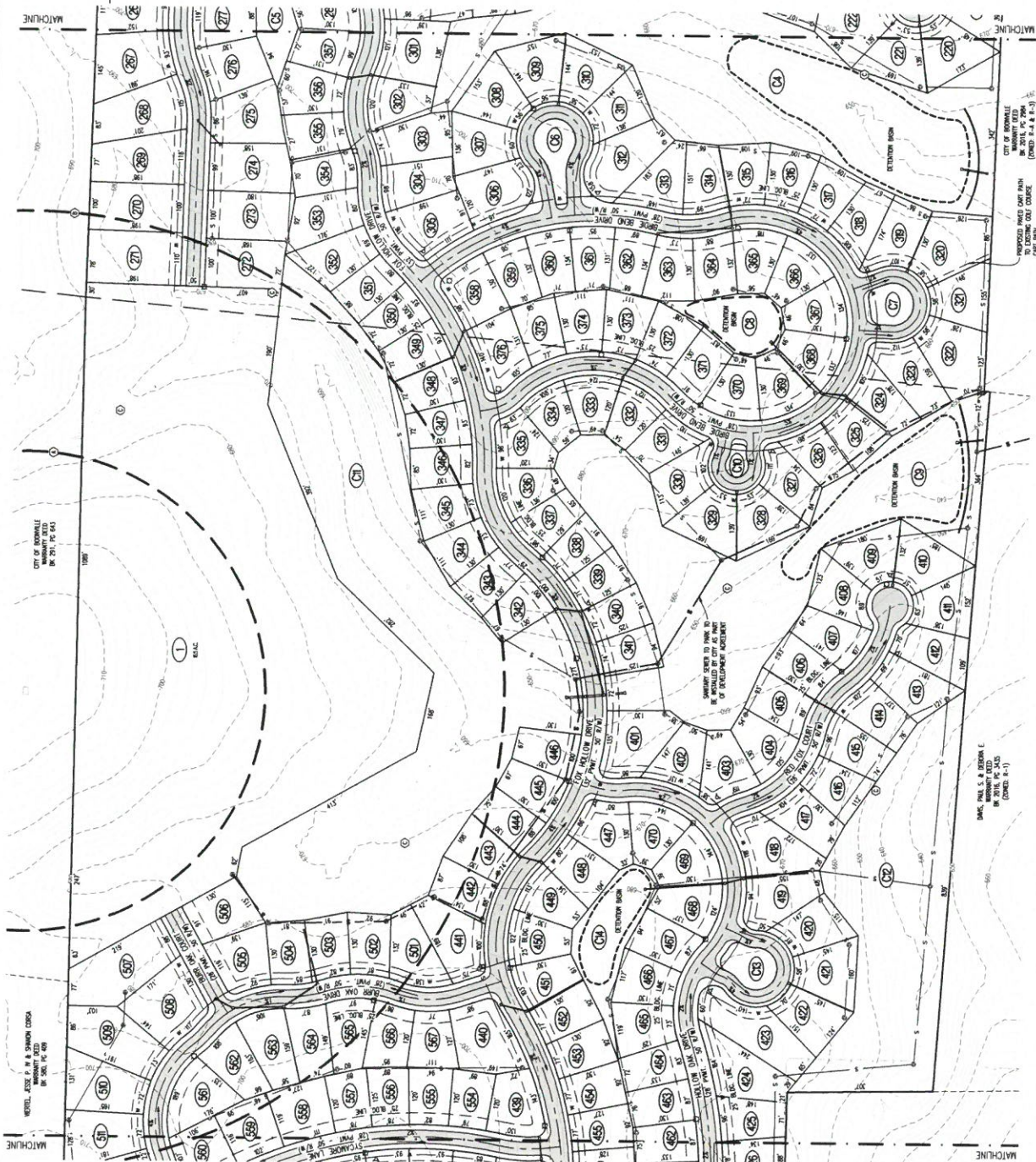
DEVELOPER/OWNER
TROY THURMAN CONSTRUCTION COMPANY, INC.
15400 HWY. J
BUNCION, MO 65237

[illegible]

APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

THIS _____ DAY OF _____ 2021

4 of 4



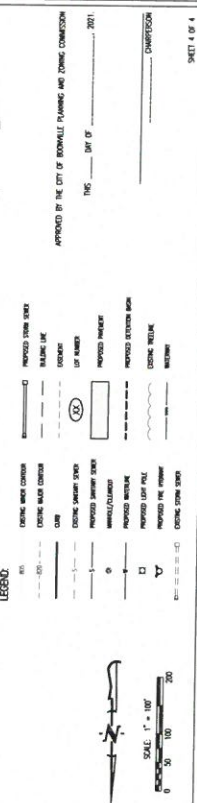
NOTES

- [illegible]

TIMOTHY D. CROCKETT - PE - 20040001775
10/01/2021PREPARED BY:
CRACKETT

ENGINEERING CONSULTANTS
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Columbia, Missouri 65203
(314) 447-0092
www.aectengineering.com
Crescent Engineering Consultants, LLC
Missouri Certified as an SBE

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



- NOTES**
1. ALL FUTURE CHANGING SURVEY EXTENSION SHALL BE MINIMUM OF 50 FEET.
 2. THE MINIMUM DISTANCE BETWEEN THE EXISTING AND PROPOSED SHOOTING RANGE SHALL BE 100 FEET.
 3. THE MINIMUM DISTANCE BETWEEN THE EXISTING AND PROPOSED SHOOTING RANGE SHALL BE 100 FEET.
 4. THE MINIMUM DISTANCE BETWEEN THE EXISTING AND PROPOSED SHOOTING RANGE SHALL BE 100 FEET.
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 22. THE MINIMUM DISTANCE BETWEEN THE EXISTING AND PROPOSED SHOOTING RANGE SHALL BE 100 FEET.

15/10/2021
TIMOTHY B. CROCKETT - PE 200408875

STATE OF MISSOURI
JANUARY 19, 2021
RECEIVED
PE 200408875
MISSOURI
DEPARTMENT OF REVENUE

PREPARED BY:
CROCKETT
ENGINEERS & ARCHITECTS
1000 N. Illinois St., Suite 100
Columbia, MO 65203
Tel: 573-441-1100
Fax: 573-441-1101
www.tbccrockettengineering.com
Crockett Engineering Company, LLC
Attorneys-at-Law in the State of Missouri
J000001001

BILL NO. 2021-029

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, REPLACING CODE OF GENERAL ORDINANCES, CITY OF BOONVILLE, MISSOURI, CHAPTER 4, PERTAINING TO ANIMALS AND FOWL FOR THE CITY OF BOONVILLE, MISSOURI, ESTABLISHING AN EFFECTIVE DATE THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS: The City of Boonville approved and adopted the City of Boonville Animal and Fowl Ordinance most recently in 2015 with Ordinance 4379, eliminating breed specific language; and

WHEREAS: In July 2021, a citizen requested staff and Council to consider clarifying language about chickens in the City limits; and

WHEREAS: City Council created a small committee to review and recommend changes to the City Code specific to Chickens; and

WHEREAS: City Council reviewed the recommendations of the committee and believe that chickens can be a benefit to citizens by providing eggs, providing teaching opportunities for families, and providing enjoyment.

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

SECTION 1: To replace Chapter 4, with **Exhibit A** as set forth herein fully described in the document attached hereto. **Exhibit A** is incorporated herein by reference as if set forth fully in this ordinance.

SECTION 2: This Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: November 1, 2021

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

PRESIDENT OF THE COUNCIL

APPROVED THIS 15th DAY OF NOVEMBER, 2021

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

Chapter 4- ANIMALS AND FOWL

Editor's note— Ord. No. 4379, § 1, adopted July 20, 2015, amended chapter 4 in its entirety to read as herein set out. Former chapter 4, §§ 4-1—4-8, 4-14—4-38, pertained to similar provisions. See Code Comparative Table for complete derivation.

Cross reference— Live animals in food service establishments, § 8-63; nuisances, Ch. 13; disposition of stolen, lost or abandoned animals, § 19.1-7; zoning, App. C.

State Law reference— Power of city to regulate animals, RSMo 77.510, Chapters 273, 578.

ARTICLE I.- IN GENERAL**Sec. 4-1. – Purpose**

The intent and purpose of this chapter is to protect the welfare of all nonhuman living creatures, to regulate and control the possession and ownership of animals in the city and to promote the health and safety of residents of the City from the diseases and vicious animals.

Sec. 4-2- Definitions

Animal Control Officer means the animal control officer of the city or his/her agent

Animal Shelter means the facility designated by the City Administrator for the detention of animals.

At large. An animal is "at-large" when off the property of the owner or controlling party and unleashed. Dogs off their leash and supervised by their owner or controlling party in the city dog park shall not be considered running at large.

Dangerous exotic animal includes the following exotic animals:

- (a) Lions, tigers, leopards, ocelots, jaguars, cheetahs, margays, mountain lions, Canada lynx, bobcats, jaguarundis, bears, hyenas, wolves, and coyotes.
- (b) Deadly, dangerous, or venomous reptiles, and venomous arthropods.
- (c) All nonhuman primates.
- (d) Any other exotic animal declared by the Animal Control Officer to be dangerous.

Dangerous, vicious, or ferocious animal. Any animal which:

- (a) Has caused death or serious injury to a person engaged in a lawful activity; or
- (b) Without provocation, attacks, or bites, or has attacked or bitten, a human being or domestic animal; or
- (c) Because of its size, physical characteristics and observed aggressive behavior toward a person or domestic animal is capable of inflicting serious physical injury or death on a human being; or
- (d) Has a known propensity, tendency, or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings or domestic animals; or
- (e) Has been trained for fighting or is owned or kept for the purpose of fighting; or
- (f) Has been determined to be vicious by the municipal judge or pursuant to the procedures set forth in this chapter.
- (g) No dog may be deemed a vicious animal under this chapter if a threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass, or other tort upon the premises occupied by the owner or keeper of the dog, or if a person at the time of such threat, injury or damage was teasing, tormenting, abusing or assaulting the dog, or was threatening or committing an assault or other bodily harm to the owner, the owner's or keepers' immediate family or their invitees; furthermore, dogs used by commissioned officers for law enforcement shall not be deemed dangerous, vicious or ferocious for purposes of this chapter.

Eartipping means the removal of the one-fourth inch of a feral cat's ear to identify the cat as being sterilized and vaccinated for rabies

Euthanize means the humane destruction of an animal by a method that involves anesthesia produced by an agent which causes painless loss of consciousness and death during loss of consciousness.

Exotic animal includes the following:

- (a) Any mammal not generally accustomed to living in or near human populations.
- (b) Any mammal not considered to be a member of the class generally referred to as domesticated animals.
- (c) Venomous reptiles and venomous arthropods.
- (d) All nonhuman primates.
- (e) All animals listed on the endangered species list as designated by the U.S. Department of Interior in the Endangered Species Act of 1969.
- (f) All animals protected from hunting and capture by federal and state law.
- (g) All predatory birds.

Failure to control Failure on the part of an owner, competent person or controlling party to exercise adequate control over or properly govern the behavior of an animal to the point that the animal bites, attacks or injures a person or other domestic animal; chases, lashed out at or approaches a person in a menacing fashion; or exhibits an unprovoked threat of attacking or biting a person, domestic animal, or farm animal.

Fowl means any and all fowl, domesticated or wild, male or female, single or plural

Impound means to take into custody any animal, by any humane means, for the purposes of confinement.

Livestock means any fowl, cow, pony, horse, pig

Sanitary means clean and free from infectious or deleterious influences

Trap-Neuter-Release means the process of humanely trapping, sterilizing, vaccinating for rabies, eartipping and releasing feral cats to their original location.

Sec. 4-3. - Animal control officer.

There is hereby established the position of animal control officer. The officer shall be appointed by the city administrator with the advice and consent of the city council. The animal control officer shall be of good character. It shall be the officer's duty to enforce all provisions of this chapter for animals within the city limits.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-4. - City animal shelter.

There is hereby established a City Animal Shelter under the supervision and direction of the Animal Control Officer for the temporary care and adoption of dogs and cats within the city limits who have been impounded pursuant to these regulations.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-5. - Enforcement.

The animal control officer and police department shall have the power to enforce the provisions of this chapter, including, but in no way limited to, the powers to issue notice of violation and, as far as permissible under the laws of the state and ordinances of the city, to enter upon private property after observing any violation of the provisions of this chapter for the purpose of enforcement hereof. It shall be unlawful for any person to refuse to deliver up to the animal control officer or police officer, any animal, fowl or reptile, when requested to do so under the provisions of this chapter.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-6. - Penalty.

Any person violating the provisions of this chapter, shall be subject to the general penalty provisions of sections 1-9 and 1-10 of the Code of General Ordinances. Upon conviction under this section the city enforcement personnel shall have the right to seize and impound the animal(s).

Secs. 4-7 – 4-25. Reserved.

ARTICLE II. - OWNER RESPONSIBILITY

Sec. 4-26. - Owner accountability.

In an effort to promote personal accountability and responsible animal ownership, it is the intent of the city council to govern the behavior of animal owners so that animals in their care are kept and controlled in a manner that is amenable to the city and the residents within, therefore, all violations that are cited in this chapter are to the owner regardless of whether the same or different animals are the subject of the offense. Therefore, as an example of this meaning, a violation of this chapter shall be considered a second (2nd) or subsequent violation regardless if the first (1st) violation involved a different animal.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-27. - Registration.

The city shall keep a registry of all dogs, cats, and ferrets within the city which:

- (a) Are voluntarily registered by their owners;
- (b) Are adopted from the city animal shelter;
- (c) Have been diagnosed with rabies;
- (d) Have bitten or attacked a person or domestic animal; or
- (e) Have been impounded, given a warning, or charged with any violation under this chapter.

This registry shall serve three (3) functions: 1) to be of assistance to the animal control officer/police officers in returning animals to their owners, 2) to alert to trends or incidents of public health significance including rabies outbreaks or vicious animals, and 3) to provide a running account of animal interventions for proper enforcement of this chapter. The registry will collect the animal's name, breed, rabies vaccination status, physical description and whether or not the animal has a microchip along with the owner's name, address, phone number and emergency or back up person contact information.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-28. - Rabies vaccinations and controls.

- (a) *Inoculation of dogs and cats required.* Every resident person who owns, controls, manages, possesses or has part interest in any dog, cat or ferret any time during the year or who permits a dog, cat or ferret to come upon, or in, and remain in or about such person's home, place of business or other premises in this city shall have the dog, cat or ferret inoculated against rabies at least once each year or given the veterinarian approved multi-year inoculation, provided that the inoculation requirement shall not apply to dogs, cats or ferrets less than four (4) months of age.
- (b) *Quarantine order to be issued by mayor—To be published and posted.* Whenever rabies becomes prevalent in the city, the mayor shall, according to the necessity of owner or person in charge of any dog or dogs within the limits of the city, to either kill or impound his/her dog or dogs, or to have such dog or dogs immunized. Said order shall be published once in the paper officially publishing the business of the city; and in the absence of such paper, shall be posted as in case of sales of personal property. The mayor is authorized by proclamation to terminate any such quarantine whenever, in his/her judgment, the necessity for it no longer exists.

(c) *Exposure to rabid animals.*

- (1) To the extent permitted by law, every physician shall report to the animal control officer pertinent information concerning any resident of the city who has been bitten by an animal suspected of being rabid, and every veterinarian shall report to the animal control officer all pertinent information concerning rabid animals in the area under his/her care.
- (2) Any person destroying an animal affected with rabies or suspected of being affected with rabies shall immediately notify the animal control officer and shall provide the animal control officer with all pertinent information respecting persons bitten or suspected of being bitten by the animal, and also with all pertinent information respecting any other animal exposed to the animal destroyed.

(d) The animal control officer shall have the power to have examined and impounded any animal bitten by or exposed to any animal affected with rabies.

Sec. 4-29. - Number of animals limited.

- (a) It shall be unlawful for any resident owner to possess more than a total of four (4) dogs, cats and/or other domestic animals that are legal to be possessed in the city over the age of four (4) months. The total number of domestic animals over the age of four (4) months allowed to be owned, controlled, or residing upon a given contiguous property shall not exceed four (4).
- (b) This section shall not apply to properly zoned, agricultural operations with farm animals
- (c) This section shall not apply to those permitted for chickens.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-30. - Animal feces to be cleaned up.

It shall be unlawful for the owner or controlling party to allow or permit their animal to excrete on sidewalks, driveways, rights-of-way, private property, public property including public parks without removing feces from the property not owned or controlled by such person.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-31. - Certain animals prohibited in city limits.

It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Boonville, Missouri:

- (a) Any warm blooded, carnivorous or omnivorous, wild, dangerous exotic or exotic animal
- (b) Any animal having poisonous bites and all constrictors.

Sec. 4-32. - Animals creating public nuisance prohibited.

It shall be a public nuisance for any owner or controlling party to allow or permit an animal to:

- (a) Frequently and habitually barking, crying, yelping, or howling thereby causing the peace of any person to be disturbed multiple times in a compressed time period at the discretion of the animal control officer or other empowered city official; or
- (b) Cause reasonably articulable fear or annoyance to a person in the immediate area or substantially interfere with the rights of persons, other than its owner to enjoyment of life or property by frequently displaying aggressive behavior, including, but not limited to, growling, charging, showing of the teeth, hissing, or raising of fur as determined by an animal control officer or other empowered city official.
- (c) Damages the property of anyone other than its owner's.

- (d) If an animal is impounded as a result of creating a public nuisance, then all fees associated with impoundment shall be made payable to the city animal shelter in addition to any fines imposed by the court.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-33. - Animals running at large prohibited.

It shall be unlawful for any owner or controlling party to permit any animal, fowl, or reptile to run at large at any time at any place in the city. An animal is "at-large" when off the property of the owner or controlling party and unleashed. Dogs off their leash and supervised by their owner or controlling party in the city dog park shall not be considered running at large.

- (a) Animals found running at large will be collected by an animal control officer and:
 - i. If the owner or controlling party is known, the animal may be returned to the owner and enforcement action taken at the discretion of the animal control officer; or
 - ii. If the owner or controlling party is unknown, the animal will be impounded at the city animal shelter and all fees associated with impoundment shall be made payable to the city animal shelter in addition to any fines imposed by the court.
- (b) Animals found running at large that are dangerous, vicious, or ferocious or display qualities of dangerousness, viciousness or ferociousness shall be handled as set forth in section 4-35.
- (c) If an animal is impounded as a result of running at large, then all fees associated with impoundment shall be made payable to the city animal shelter in addition to any fines imposed by the court.
- (d) Feral cats that have been eartipped as part of the City's Trap-Neuter- Release Program are exempted from provisions of this section.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-34. - Failure to control animals prohibited.

- (a) It shall be unlawful for an owner or controlling party to fail to control any animal regardless of whether the animal is on or off a leash. Failure to control is the failure on the part of an owner, competent person or controlling party to properly govern the behavior of an animal to the point that the animal bites a person or other domestic animal or exhibits an unprovoked threat of attacking or biting a person, domestic animal, or farm animal.
- (b) If an animal is impounded as a result of an owner or controlling party's failure to control, then all fees associated with impoundment shall be made payable to the city animal shelter in addition to any fines imposed by the court.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-35. - Dangerous, vicious, ferocious animals prohibited.

- (a) It shall be unlawful for any person to keep, harbor, possess or allow in or upon their premises any dangerous, vicious, or ferocious animal as defined in article I, section 4-2, regardless of whether or not the animal is on its owner's property. Mere possession or knowledge of presence of a dangerous, vicious, or ferocious animal shall be a violation of this section.
- (b) The animal control officer or police officer shall, upon determination that an animal is demonstrating or has recently demonstrated behavior that would classify the animal as a dangerous, vicious, or ferocious animal, take custody of said animal and transport it to the city animal shelter, where it shall be held until the municipal court hears the matter for final determination. The city animal shelter shall

not place for adoption an animal that is found to be dangerous, vicious, or ferocious or awaiting adjudication for same. The animal control officer or police officer may:

- (1) Destroy the animal on site with no risk of liability, if the animal is so dangerous, vicious, or ferocious that taking custody of the animal would put the officer or others at risk of attack and injury.
- (2) Order in-home confinement of the animal if certain strict conditions can be met.
- (c) After the animal is impounded or confined, the municipal court shall determine whether the animal is a dangerous, vicious, or ferocious animal in violation of this section based upon evidence and testimony presented by the owner and the city through the prosecuting attorney.
- (d) Upon adjudication by the municipal court finding an animal to be dangerous, vicious, or ferocious, the municipal judge will:
 - (1) Punish the owner according to article I, section 4-6 with a fine and/or jail time;
 - (2) Order the animal to be destroyed, rehabilitated at a licensed rehabilitation facility, trained by a certified dog trainer, or released to a qualified 501(c)(3) state licensed rescue organization;
 - (3) Order the owner to pay for any costs to impound the animal;
 - (4) Order the owner to pay for costs to euthanize the animal if so ordered; and/or
 - (5) Order the owner to pay for costs of rehabilitation or training and provide the Court with certification of successful completion.
- (e) Persons who destroy a dangerous, vicious, or ferocious animal in defense of themselves, other persons or other domestic animals shall not be held criminally responsible.
- (f) Owners whose animals attack, bite or injure another party in defense of their owner, other persons or domestic animals shall not be guilty under this section.
- (g) Dogs owned by governmental or law enforcement agencies when being used in the services of those agencies are exempt from being classified as dangerous, vicious, or ferocious.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-36. - Knowingly releasing an animal prohibited.

- (a) A person commits the offense of knowingly releasing an animal if that person, acting without the consent of the owner or controlling party of an animal, intentionally releases any animal that is lawfully confined.
- (b) The provisions of this section shall not apply to a public servant acting in the course of such servant's official duties.

(Ord. No. 4379, § 1, 7-20-15)

Secs. 4-37—4-45. - Reserved.

ARTICLE III. - ANIMAL CRUELTY AND NEGLECT

Sec. 4-46. - Animal abuse prohibited.

It shall be unlawful for a person to abuse an animal by:

- (a) Intentionally or purposely killing an animal in any manner not allowed by or expressly exempted from the provisions of RSMo Sections 578.005 to 578.023 and 273.030; or
- (b) Purposely or intentionally causing injury or suffering to an animal.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-47. - Animal neglect or abandonment prohibited.

- (a) *Animal neglect.* An owner or controlling party is guilty of animal neglect when he/she fails to provide adequate care, shelter or control of an animal which creates an unreasonable risk of injury to an animal or results in harm to the animal or harm to a person or other domestic animal, including failure to comply with one (1) or more of the following:
- (1) Owners or controlling parties will ensure that all animals are kept in an environment that has both shelter and temperature suitable for that species and/or breed. This includes environments that are inside and outside.
 - (2) Owners or controlling parties will ensure that all areas where animals are kept are cleaned regularly so that fecal matter is disposed of so not to attract insects or rodents, become unsightly or cause objectionable odor.
 - (3) Owners or controlling parties must provide animals with access to clean, unfrozen water in a tip-proof bowl at all times as well as nutritious food at least once daily.
 - (4) Owners or controlling parties will ensure that animals confined to outside pens have not less than one hundred fifty (150) square feet of open space per each animal housed.
 - (5) Owners or controlling parties leave an animal tethered outdoors for more than nine (9) continuous hours a day.
 - (6) No owner or controlling party shall have an animal in their possession that is known to, or suspected to, have an untended injury, accidental injury or deliberate injury, or to exhibit any signs of disease, shock, temperature fluctuations, tremors, swelling, open wounds, inability to eat, blistering or abnormal bleeding, partial paralysis, discharging blood or mucus or any other sign that the animal is not in good health. Owners or controlling parties are required to seek professional veterinary medical attention.
- (b) *Animal abandonment.* An owner or controlling party is guilty of animal abandonment when he/she has knowingly abandoned an animal in any place without making provisions for adequate care or fails to redeem the animal from the city animal shelter upon notification. This includes, but is not limited to, any owner or controlling party that moves from a residence or business and leaves any domestic or farm animal without returning to provide adequate care for the animal(s).

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-48. - Warrant for entry to inspect.

Any duly authorized animal control or law enforcement official may seek a warrant from the appropriate court to enable him/her to enter private property in order to inspect, care for or impound neglected or abused animals. All requests for such warrants shall be accompanied by an affidavit stating the probable cause to believe a violation of this article has occurred. A person acting under the authority of a warrant shall not be liable for necessary damage to property while acting under such warrant.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-49. - Animals confined in vehicles prohibited.

It shall be unlawful for the owner or operator of a motor vehicle to leave an animal confined in a motor vehicle under circumstances that could endanger its life. In the event the animal control officer determines an animal is confined under these circumstances and unable to locate the owner of the vehicle, the animal control officer, with the assistance from the police department is hereby authorized and may enter said vehicle and rescue the endangered animal and thereafter impound it. The officers will attempt to locate the vehicle owner prior to removal if possible and if personal notification is unsuccessful,

a prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and impounded at the city animal shelter.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-50. - Animal habitats shall be clean; inspection authorized.

All structures, pens, coops, or yards wherein animals or fowl are kept or permitted to be, shall be maintained in a clean and sanitary condition at all times, devoid of all rodents and vermin, and free from offensive, disagreeable, or noxious smell or odor to the injury, annoyance, or inconvenience of any inhabitant of the neighborhood. The enclosed area of all such structures shall be constructed in such a way as to be dry at all times on the inside. The animal control officer may at any time inspect, or cause to be inspected, any structure or premises and issue any such order as may be necessary to carry out the provisions of this section.

(Ord. No. 4379, § 1, 7-20-15)

Secs. 4-51—4-65. - Reserved.

ARTICLE IV. - CONFINEMENT, IMPOUNDMENT AND REDEMPTION

Sec. 4-66. - When confinement or impoundment is authorized.

- (a) Any animal in violation of the provisions of this chapter may be impounded at the city animal shelter by the animal control officer or designee.
- (b) Whenever a report is made of a person being bitten, injured or attacked by any dog, cat or ferret or a notice is received by the animal control officer, police department, or health center of a dog, cat or ferret having bitten a person or other animal, but no summons or warrant is sworn up charging maintenance of a dangerous, vicious or ferocious dog, the animal control officer shall immediately issue an order to the owner to confine the animal and keep the animal under observation at the owner's residence for a period of ten (10) days during which time the animal control officer shall check on and observe the animal during the ten-day observation period for signs of rabies. If the owner refuses to comply with the provisions of this section, the animal control officer shall immediately impound the animal at the city animal shelter, a licensed veterinarian's business, or secured compound at the owner's expense for the remainder of the period of the ten-day observation period. It shall be at the sole discretion of the animal control officer to impound an animal if there have been prior complaints of the animal running at large, or neglected or abused, or if the owner is not willing to comply with the observation period. If within the observation period, such animal does not develop or manifest rabies, the owner of the animal shall be released from any further requirement of this section. If the animal develops rabies during such period, it shall be put to death. The animal shall be subject to testing at the owner's expense.
- (c) Any dog or cat observed running at large shall be impounded and kept at the city animal shelter. If the dog or cat has upon it the name or address of the owner, or such or address is known to the animal control officer, the owner shall be notified of the seizure of the animal and redemption procedures followed as below. Eartipped cats, included in the Trap-Neuter-Release program are exempted from this provision and shall not be considered animals running at large.
- (d) Whenever a summons or warrant is sworn out against the owner of a dog charging dangerous, vicious, or ferocious animal, the dog in question shall be impounded and kept at the city animal shelter, licensed veterinarian's business, rescuer/rehabilitation center or under in house confinement at the discretion of the animal control officer, pending final disposition of the case.

- (e) Any female dog or cat in season shall be confined in an enclosure. If there is any question of whether or not said animal is in season, it shall be verified by the veterinarian at the owner's expense if it is in season; or at the city's expense if it is not in season.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-67. - Redemption procedures and fees.

- (a) In the event a dog or cat impounded is registered with the city or otherwise identifiable as to its owner, the animal control officer shall send written notice to the address of the person shown to be the owner. Said notice shall indicate that unless the owner redeems the dog or cat within five (5) days from the date of this notice, it may be sold, adopted out, or destroyed by the animal control officer.
- (b) Any dog or cat may be redeemed by the owner within five (5) days after impoundment after showing proof of vaccinations, consent to enter animal city registry if not already registered and payment of impound fees and costs.
- (c) The impound fee and daily board costs are authorized under the schedule of administrative fees by the city council. The impounding fee and daily boarding costs shall be paid in addition to fines and court costs levied if applicable. If the owner of said dog or cat can be determined, the impounding fee and board fee shall be paid regardless of whether or not the owner redeems said animal.
- (d) In addition to any other fees, costs or penalties imposed by this section, the owner or controlling party shall be responsible to pay all reasonable costs and expenses necessary for:
 - (1) The care and maintenance fees as well as fees for implantation of identifying technology imposed by the city animal shelter of neglected or abandoned animals during their impoundment;
 - (2) The disposal of any dead or diseased animals within the person's custody or ownership;
 - (3) The reduction of resulting organic debris affecting the immediate area of the neglect or abandonment; and
 - (4) The avoidance or minimization of any public health risks created by the neglect or abandonment of the animals.
- (e) In the event the impounded dog or cat is not registered with the city and not redeemed or claimed by the owner for five (5) days, the animal control officer shall sell, adopt out or destroy said animal.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-68. - Tranquilizing dangerous dogs.

- (a) Any dog, which is required to be impounded under this chapter and cannot safely be taken up and impounded may be tranquilized by the animal control officer or any police officer, if in his judgment such is reasonable and necessary. The animal shall then be impounded.
- (b) If any animal is found running-at-large without a license or otherwise in violation of this chapter and cannot be safely taken up and impounded by means such as humane trap, tranquilizer dart gun, or other conventional means the animal may be destroyed by the animal control office or a police officer.

(Ord. No. 4379, § 1, 7-20-15)

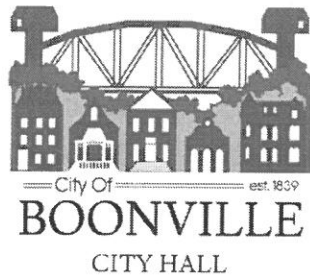
Sec. 4-69.- Restriction on poultry and chicken hens

The keeping of chickens shall be allowed on a detached single-family lot subject to the following conditions and regulations.

- (a) An application shall be submitted. Following a review of the application and inspection of the property concluding that the proposed location and facilities comply with all regulations as set out in this section and there are no outstanding violations of local, state, or federal law on the

property, and all outstanding fines and invoices due to the city have been paid prior to approval, the city shall issue a permit.

- (1) The property must be a single-family residence with a minimum lot size of 6000 square feet. A tenant must obtain the landlord's written permission to install a coop or pen. Maximum number of chickens allowed will be determined by lot size and are as follows:
 - (a) 6000- 20,000 square feet: 8 chickens;
 - (b) 20,001 square feet- 1 acre: 12 chickens;
 - (c) 1 acre +: 16 chickens;
 - (d) At the animal control officer's discretion, a variance from the maximum number of chickens may be considered, if the property is zoned agricultural or if the lot size is so great that additional chickens can be accommodated without disturbance to neighbors. Additional terms or conditions may be given in association with the grant of a variance or waiver.
- (2) No roosters are allowed.
- (3) Chickens shall be confined and not permitted to run at-large and must not be kept inside the dwelling.
 - (a) No dog or cat which kills a chicken at large will, for that reason alone, be considered a dangerous or vicious animal.
- (4) Coops shall be constructed, repaired, and maintained in a manner to prevent rodents from being harbored underneath or within the walls of the enclosures. Coops shall be built of solid weatherproof materials such as wood, metal, or plastic. Wood shall be treated wood and not particle board that will not withstand outdoor weather conditions. Coop floors shall be made of wood or cement set a minimum of one foot above ground level with a slight slope toward the door or other opening to prevent puddling. Coops shall have at least one solid door and window that can be opened for ventilation. Feces shall be removed and disposed of, composted or land applied in a manner to avoid odor.
- (5) Runs must be situated on a well-drained area that allows the chickens to have access to dry ground at all times. Feces shall be removed and disposed of, composted or land applied in a manner to avoid odor. Coops and runs may not be located indoors (garage, basement, cellar, or accessory structure). Coop or run may not be located in the front or side yards.
- (6) Coops/pens and runs cannot be within ten feet from the applicant residence or within 20 feet of any adjacent residential dwelling, church, school, place of business or other occupied structure. Should 20 feet not be practicable on a lot, the applicant must get a signature from the neighbor consenting to the proposed chicken coop location. Run and coop design, materials, location, and screening shall be reviewed and approved by staff.
- (7) No slaughtering permitted within the city limits.
- (8) No person may breed chickens for sale or sell any chicken byproducts. Chicken feed must be stored in rat-proof containers. Chickens currently kept shall not be grandfathered or permitted to remain after the effective date of the ordinance from which this article is derived unless brought into compliance.
- (9) Chickens running at large will be subject to the provisions of section 4-33.
- (10) Failure of an owner to maintain coops, pens and/or runs and failure to keep chickens in the designated area may result in revocation of permit and a violation of city ordinance described in section 4-6 of this chapter.



Chicken Permit Application

Name:

Address:

Lot Size:

Phone Number:

Email:

Own/Rent:

Landlord signature:

Please attach the appropriate required documentation to this application and check the box that you understand and have complied with the terms of this ordinance requirement.

☐ Photograph (premade coop) or copy of plans (homemade coop) for the chick coop and run.

☐ A site plan of the back yard which clearly outlines property lines, any existing and proposed structures (proposed coop, run, existing house, etc), an existing and proposed setback distance between the proposed coop and run, any structures and property lines. All coops must be at least 10 feet from the house and 20 feet from neighboring structures.

If 20 feet is not practicable, you can still apply for a permit and get consent of neighbor.

Neighbor Address:

Signature:

☐ I understand the restrictions on the permit and am submitting this application in compliance with Section 4- 69 as listed on the back.

Applicant Signature: _____

Date: _____

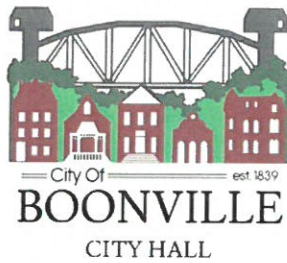
OFFICE USE ONLY

Received:

Approved/Denied:

Comments:

*This permit must be kept by the owner and presented to a city official when asked. Permits are non-transferable and may not be sold or assigned.



Date: October 28, 2021

To: Mayor and City Council

From: Kate Fjell, City Administrator

RE: Robinson Outdoor Sign proposal

On the agenda tonight is the first reading of the sign proposal from Robinson Outdoor sign. I believe this is an excellent option to secure a monument sign for the Missouri Soccer Park, which is something that has been needed since construction is completed. The digital sign will also allow us to advertise general City information and school information. In addition, the sign will help direct traffic to the entrance of the park. Presently, for first time visitors, it can be confusing to know where to turn in since the school and soccer park share the same entrance.

I reached out to Mr. Marler for information about the sign life span and maintenance and received the following information:

"Your sign comes with the following: (5) year warranty for parts and labor, (1) year 4-G WIFI free, They recommend replacing the digital reader after 10 years, and only if it is malfunctioning at that point. The City of Boonville will be responsible for maintaining the signage after installation to include WIFI fees after the first year.

Our sign requires digital replacement after 10 years, routine maintenance (tightening of bolts, touch up paint), our structure, if installed per engineer design and approval, should last a lifetime."

Additionally, I asked for a 24-hour notice prior to entering City property and about plans for underground electric vs. overhead. They have agreed to a 24-hour notice and stated that underground electric is their normal procedure for sign installation.

Finally, when Robinson is ready to construct it will go through the normal review and permit process.

BILL NO. 2021-030

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN OPTION FOR EASEMENT AGREEMENT WITH ROBINSON REAL ESTATE EASEMENT COMPANY, LLC FOR A DIGITAL BILLBOARD SIGN AND IN CONSIDERATION OF EASEMENT ROBINSON REAL ESTATE EASEMENT COMPANY, LLC SHALL DESIGN AND CONSTRUCT A MONUMENT SIGN AT MISSOURI SOCCER PARK ENTRANCE.

WHEREAS, Robinson Outdoor Real Estate Company, LLC approached city staff with a proposal to secure a perpetual easement on City owned property along West Ashley Road and in exchange for said easement will provide the City with a digital monument sign for Missouri Soccer Park; and

WHEREAS, City Council heard a presentation on September 7, 2021 from Robinson Outdoor Real Estate Company, LLC detailing the proposal; and

WHEREAS, City Council believes this proposal presents an opportunity to have a monument sign for the Missouri Soccer Park; and

WHEREAS, the City Council has determined that the proposed area for the billboard is not necessary for future development and that the billboard and easement will not inhibit the Missouri Soccer Park.

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

SECTION 1: That the City Council approve the Option for Easement Agreement, described in **Exhibit "A"** attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: That the Mayor and the City Clerk be and are hereby authorized to execute a Special Warranty Deed for such purpose, and attest to said conveyance, on behalf of the City of Boonville.

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

FIRST READING: November 1, 2021

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

PRESIDENT OF THE COUNCIL

APPROVED THIS 15TH DAY OF NOVEMBER, 2021

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

Exhibit "A"

OPTION FOR EASEMENT AGREEMENT

This Agreement made and entered into this _____ day of _____, 2021 by and between _____ (hereinafter referred to as "Seller") and **Robinson Real Estate Easement Company, LLC**, a Missouri Limited Liability Company (hereinafter referred to as "Buyer"). Seller does hereby agree to sell and Buyer does hereby agree to purchase a Perpetual Easement on the tract of land ("Easement Tract") described and as further shown on Exhibit A subject to the following terms and conditions.

1. Option Period:

Option Period – 90-Days

Option Consideration - \$1.00

Seller hereby acknowledges receipt of the Option Consideration.

2. Easement Purchase Price: Exchange of material and labor to construct an on-premise sign for the City of Boonville Soccer Complex, as outlined in Exhibit C, for a Permanent Easement to erect an off-premise digital billboard. The on-premise sign will be constructed after the issuance of any required state and local sign and electrical permits necessary to erect an off-premise sign or other communication devices on the premises.

3. Closing Date: Seller shall give Buyer 30 days from date of notice of Buyer's election to exercise this option. Buyer shall have the option of choosing a time and date within the allotted 30 days in which to close. Buyer may give seller notice of exercise of option at any time within the option period set forth in item 1, which notice shall contain time, date and place of closing. Closing may occur after the expiration of the option period.

CONDITIONS AND CONTINGENCIES

This Agreement to purchase a perpetual easement shall specifically be contingent upon the following:

1. Buyer has permission to survey and conduct soil tests at Buyer's expense and Buyer shall be responsible to return the land on which the soil tests occurred to its previous condition.
2. Buyer shall acquire any required rezoning and/or State and local building permits and Seller agrees to cooperate and do all things reasonably required by Seller of

the permit issuing authorities to assist Buyer in acquiring the applicable permits, all at Buyer's cost and expense. This Agreement is contingent upon the ability to obtain any necessary Outdoor Advertising permits to erect a sign or other communication devices on the premises.

3. Seller agrees to provide copies of any Liens, Existing Leases, Options or Easements (written or oral) not yet recorded that have any effect on Easement Tract. Both parties agree this Agreement is contingent upon there being no existing property leases on the tract of property described in Exhibit A which would interfere with the lawful execution of this Agreement or the erection of an off-premise sign structure upon the easement. Should Seller be unable to provide Easement Tract which is clear and free of any Mortgages, Liens, Existing Leases, Options or Easements affecting Easement Tract, all option monies paid to Seller as consideration shall be refunded to Buyer. Buyer shall be held harmless in the event of any third-party claims.
4. All notices to be sent under this Agreement shall be either hand delivered or sent by Certified Mail, and postmark shall be deemed date of receipt.
5. This Option Agreement shall be binding upon all successors, heirs, and assigns of both parties hereto.
6. Seller agrees to grant Buyer the right to begin any construction and/or site preparation upon the exercising of the Option.
7. Seller agrees not to enter into, extend, or renew any agreements regarding leasehold of the property described in Exhibit A while this Agreement is in effect.
8. Buyer may automatically renew this Option Agreement under the same terms and conditions for not more than One (1) additional option period by payment of Option Consideration prior to expiration of the current Option Period.
9. Seller, its successors and assigns agree not to install or maintain any improvements or allow any impediment or obstruction to remain on its property and the Easement Tract, including, without limitation, trees or other vegetation that would interfere with or impede the sight-line view from MO Hwy 40 (aka West Ashley Road) or other public right-of-way adjacent to the Easement Tract to the Outdoor Display. Seller further agrees that Buyer may enter upon Grantor's adjacent property and the Easement Tract for the purpose of trimming any trees or vegetation which so obstructs the sight-line view to the Outdoor Display. Buyer shall provide 24 hour notice to Seller prior to entry onto the property.

10. Seller shall further grant Buyer access over Seller's adjacent property and the Easement Tract as reasonably necessary for the purpose of constructing, erecting and maintaining the appropriate electrical wires and poles for the purpose of providing electricity to the Outdoor Display. Buyer shall provide 24 hour notice to Seller prior to entry onto the property.
11. Seller agrees to grant Buyer reasonable ingress and egress access to and from the Easement Tract from Buyer's adjacent property for the purpose of constructing and maintaining advertising signs and signboards, where applicable.
12. Seller agrees that at closing, Seller shall execute a Perpetual Easement Deed (Exhibit B).
13. This Agreement shall not be modified or changed except in writing between the parties of interest at the time of the planned modification or change.
14. Seller further agrees not to allow any other off-premise outdoor advertising or communication device to be erected on the Easement Tract and/or Seller's adjacent property within a distance of 1,400 feet in any direction of the Easement Tract; **provided, however**, should Seller sell all or any portion of any adjacent property owned by Seller, the buyer of such property shall be allowed to erect any on-premise advertising device necessary in furtherance of its business purposes.
15. All structures or materials erected by Buyer upon the Easement Tract shall be and remain the property of Buyer and may be removed by Buyer at any time.
16. In the event of a breach of this Agreement, the aggrieved party shall be entitled to recover its legal fees incurred in the enforcement of this Agreement in addition to any other remedy provided by law or equity.
17. In the event any of Buyer's outdoor advertising devices are damaged or destroyed, Buyer shall have such damage repaired to reasonable and customary standards.
18. To the fullest extent permitted by law, Buyer shall indemnify, defend and hold harmless Seller from any and all claims and damages caused by Buyer's actions performed under this Agreement. This indemnification obligation shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

SELLER(S): CITY OF BOONVILLE, MISSOURI

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

BUYER: ROBINSON REAL ESTATE EASEMENT
COMPANY, LLC

Wes Bell, General Manager

EXHIBIT A

(this page intentionally left blank until legal description is received)

PERPETUAL EASEMENT DEED

THIS EASEMENT DEED made and entered into effective as of _____, 2021, by _____, a _____ Limited Liability Company, ("Grantor") and **Robinson Real Estate Easement Company, LLC, a Missouri Limited Liability Company**, ("Grantee"), whose address is 50 Robinson Industrial Drive, Perryville, Missouri 63775.

1. For and in consideration of One Dollar (\$1.00) and other valuable consideration paid by Grantee, receipt of which is hereby acknowledged by Grantor, Grantor has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY to Grantee, its successors, and assigns, the perpetual, exclusive, free and uninterrupted use, liberty and privilege of passage in, across, along and over the tract of land located in the County of _____, State of _____ (the "**Easement Tract**") described in Exhibit A attached hereto and incorporated herein by reference. Said easement to be for the purposes of construction, maintenance, operation, repair, replacement or removal of outdoor advertising display structures and/or other communication devices to be located on the Easement Tract (the "**Outdoor Display**"), and for the purpose of access, vehicular or pedestrian, to and from the Easement Tract over and across Grantor's adjacent property.

2. Grantor, its successors and assigns agree not to install or maintain any improvements or allow any impediment or obstruction to remain on its property and the Easement Tract, including, without limitation, trees or other vegetation, that would interfere with or impede the sight-line view from _____ or other public right-of-way to the Outdoor Display. Grantor further agrees that Grantee may enter upon Grantor's adjacent property and the Easement Tract for the purpose of trimming any trees or vegetation which so obstructs the sight-line view to the Outdoor Display.

3. Grantor further grants Grantee an easement over Grantor's adjacent property and the Easement Tract for the purpose of constructing, erecting and maintaining the appropriate electrical wires and poles for the purpose of providing electricity to the Outdoor Display.

4. Grantor, or its successors, may not in the future without the written consent of the then easement beneficiary-grantee change the zoning on the Easement Tract or do anything that would jeopardize the permit presently in force allowing the present outdoor display location.

Exhibit B

5. Grantor further covenants not to encumber, mortgage or lien the Easement Tract without the prior written consent of Grantee. If the Easement Tract is currently encumbered by a mortgage or Deed of Trust, then Grantor shall obtain the signature of the mortgage holder or beneficiary of the Deed of Trust on a Subordination Agreement, subordinating the interest of the mortgage holder or beneficiary of the Deed of Trust to this Perpetual Easement.

6. This Easement Deed shall not be modified or changed except in writing between the parties in interest at the time of the planned modification or change.

7. Grantor further agrees not to allow any other outdoor advertising or other communication device to be erected on Grantor's property or any property hereafter acquired by Grantor within a distance of 1,400 feet in any direction of the Easement Tract.

8. All structures or materials upon the Easement Tract shall be and remain the property of Grantee and may be removed by Grantee at any time.

TO HAVE AND TO HOLD such easements, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in any way pertaining unto Grantee, and unto its successors and assigns, FOREVER, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that Grantor has a good right to convey the same; and that Grantor will WARRANT AND DEFEND the easement rights in the premises conveyed unto Grantee, its successors and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

GRANTOR(S):

GRANTEE: ROBINSON REAL ESTATE EASEMENT
COMPANY, LLC., a Missouri Limited
Liability Company

by: Wes Bell, General Manager
Address: 50 Robinson Industrial Drive
Perryville, MO 63775

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ of _____, 2021, before me personally appeared Wesley J. Bell, to me known, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ of _____, 2021, before me personally appeared _____, to me known, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT C

PROJECT PROPOSAL



50 Robinson Industrial Drive
Perryville, MO 63775
t: 573-768-8100
f: 573 547-1075

Proposal For City of Boonville
401 Main Street
Boonville, MO 65233
Phone: 660-882-2332

Project Details

Project Name: Soccer Complex Sign
Project Manager: Danny Marler
Phone: 314-304-8725

Proposal Description & Objective

Furnish all material and labor to construct an on-premise sign for the City of Boonville Soccer Complex in exchange for a permanent easement to erect an off-premise digital billboard.

Project Costs

Material and Labor to Install Sign	
Per Semco Outdoor Estimate #17022-1 (attached)	\$59,819.42
Double-Sided Digital Marquee	\$26,080.00
5' x 9'	
8mm - 192 x 352	
4g Wifi with 1-year paid subscription	
Cloud Based Software	
5 year parts / 5 year labor warranty	
Freight to Destination	
Mounting Hardware, Installation & Electrical Connection	\$3,000.00

Estimated Total Project Cost \$88,899.42

RESOLUTION NO. R2021-14

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING PARTICIPATION IN THE COOPER COUNTY NATURAL HAZARD MITIGATION PLAN; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the Cooper County Hazard Mitigation Plan is a multi-jurisdictional hazard mitigation plan prepared in accordance with FEMA requirements at 44 C.F.R.201.6; and

WHEREAS, the City of Boonville, Missouri participated in the preparation of the Cooper County Hazard Mitigation Plan; and

WHEREAS, the citizens of the City of Boonville, Missouri have been afforded an opportunity to comment and provide input on the Plan and the mitigation actions therein; and

WHEREAS, the City of Boonville, Missouri has reviewed the Plan and affirms that the Plan will be updated no less than every five years.

THEREFORE, be it resolved by the City Council that the City of Boonville, Missouri, adopts the Cooper County Hazard Mitigation Plan as this jurisdiction's Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

Passed this 18th day of October, 2021, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber davis, City Clerk

**CITY OF BOONVILLE
BOARD of PUBLIC WORKS
CANCELLATION**

October 28, 2021

5:30 p.m.

**City Services Building
1200 Locust Street
Boonville, Missouri**

The **Thursday, October 28, 2021** meeting of the **BOARD of PUBLIC WORKS** has been cancelled due to lack of agenda items. The next regularly scheduled meeting is **November 25, 2021**.

Date Posted:
Time Posted:



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 October 13, 2021

On the 13th Day of October 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) Commissioner, Wayne Jones
Commissioner, Charles Green (Tele) Commissioner, Betty St. John
Commissioner, Chrissy Stemmons (Tele) City Council Rep., Barry Elbert

1. Roll: There being a quorum Chairperson, Marilyn Adkins called the meeting to order. Adkins asked if there is any pertinent information to discuss before the agenda is placed on the table. Rorah introduced new Commissioner, Chrissy Stemmons. All present congratulated Chrissy on her appointment and welcomed her to the Board of Commissioners for the Housing Authority.

2. Meeting Minutes: Consideration was given, and discussion held on minutes of the September 8, 2021 Regular Board Meeting. Marilyn Adkins made motion to approve the minutes. Wayne Jones seconded. The motion passed.

3. Bills and Communications: Discussion was held, and consideration was given on the following. The UMB Bank Balance for October 13, 2021, was \$56,917.12. Bills Paid in September 2021 were reviewed. The Bank Reconciliation Statement, Operating Budget, Trial Balance, Board Summary Report from August 2021 were discussed and reviewed.

4. Report of the Secretary: Consideration was given, and discussion was held on the following. PIC Report for September 2021 was at 100%. Project Performance Report for September 2021 were reviewed and discussed. Tenant Occupancy was at 96%.

5. Unfinished Business: a. New Commissioner – UOI, Assistant Director of Community Services – Chrissy Stemmons appointed through August 2024. b. Annual Certification requirements for Employment Practices Liability Coverage and Directors and Officers Insurance were discussed and reviewed. c. The successful Operating Subsidy Offset Lawsuit was discussed and reviewed.

6. New Business: a. Rorah reported because of COVID-19 he has resigned from the Housing Benefits Plan Board. b. MONAHRO Fall Conference – Independence MO report was given by Rorah. All Commissioners discussed and agreed all conferences and travel have all been effected by COVID-19. c. New Hire Section 3 Employee will be working 10 hours assisting with grounds maintenance and unit turn around. This employee will meet the new requirements that went into effect in July 2021 for Section 3.

7. Miscellaneous: Emergency Rental Assistance (ERA) notices were distributed to all members present for discussion and review. SAFHR Missouri emergency rental assistance notices were originally distributed in May 2021 to all Boonville Housing Authority residents. The new U.S. Department of Treasury's ("Treasury") Emergency Rental Assistance (ERA) program funding assistance notices for rent or utilities along with SAFHR brochures were distributed to Boonville Housing Authority residents on October 12, 2021.

8. Adjournment Charles Green made motion to adjourn, Wayne Jones second. Meeting adjourned.

CHAIRPERSON: _____ Date _____

SECRETARY: _____ Date _____



Date: October 28, 2021

To: Mayor and City Council

From: Kate Fjell, City Administrator

RE: Fox Hollow development

On the agenda tonight is a 3rd reading of the annexation petition and the preliminary plat approval. We have left these ordinances in track changes for this reading, so that you can see the changes that have been made since these were initially considered in March 2021. The attachments to these Ordinances are the current zoning maps and preliminary plans that Planning and Zoning reviewed in October. There is no action on these Ordinances tonight.

As a reminder, there is a public hearing scheduled for 6:00PM next Monday, November 15th to hear public comments on this matter.

Initially, we had tentatively planned to take a vote on these matters, along with the development agreement on November 15th. You will see in the revised ordinances that we now have a 5th reading planned and the vote occurring on December 6th. This is for a couple reasons, a) after further consideration, I thought it would be prudent for Council to wait until the Council meeting following the public hearing to vote and b) the development agreement is not ready yet for consideration. The draft is still being reviewed by attorneys.

Although the development agreement is not yet available, I still want to provide my most current information on the project, the expectations, and the timing of the work to be done.

The Project: Fox Hollow is a proposed 400+ home subdivision on 216 acres located on Hwy 87 between the golf course and the airport. After significant discussion and debate, the developers withdrew their TIF application for the project and requested consideration of an alternative plan. The proposal includes the following:

- The City would purchase 15 acres from the developers for future park land development.
- The City would make the necessary improvements to the sewer system to provide adequate service, up to the property line
- The City will bring a newly constructed water line up to the property line (once easements have been acquired for the extension project)
- The City would build the road and install a water line on the developer property up to the proposed park (two phases)
- The City would extend sewer lines on the developer property up to the proposed park.

I have included a map of these work items in the packet to help visualize the work detailed above. I am also providing the engineer estimates for each portion of the project.



ANNEXATION COSTS

Water District Buy out: \$240,000- This one time buyout will be made in FY 22-23.

Fire District Buy Out: By Statute, we have to provide a 5 year payment to the fire district when an area is annexed. Tim and I met with the Fire District last week to discuss this buy out. The fire district meets on November 8th and I will have more information available at the next Council meeting.

PARKLAND COSTS

Land Purchase- \$300,000 (2021)

Park planning- \$25,000

Park Development- 350,000 - ????

DEVELOPMENT COSTS (OUTSIDE DEVELOPER PROPERTY)

There are two components to the sewer improvements that will need to be completed to provide adequate sewer to the property. First, the city will run sewer lines from the existing lift station to the developer's property to 3 points. This work will be done by City crews, and it is my intention to do this as one project, so that we disturb the golf course once (in the off season).

COST: \$390,000

The lift station may or may not adequately meet the needs of this development. The need to lower the lift station is currently being evaluated. This project would be bid out for contract and would be done in FY 22-23.

COST: \$250,000

There are minimal water line improvements to be made outside the property, since currently there is no water service out there. If this project proceeds, the extension from the proposed water line project to the developer property can be easily accommodated.

PROJECT COSTS (Outside)

Sewer Costs: \$640,000

Project Funding Sources: ARPA funds, County ARPA funds, Sewer reserves



DEVELOPMENT COSTS (INSIDE DEVELOPER PROPERTY)

Sewer line extension from a point on City property to the park. This extension is approximately 1700 feet. This sewer extension will be completed in FY 23-24. This work can be done by City crews.

COST: 180,475.00

The City will be running water lines and paving a street from the Pierre Lane Fox Hollow entrance to the park. This is to be done in two phases. Phase 1 is approximately 1500 feet. This will be done by a contractor, rough grading will be done by Thurman Construction Company, LLC. Phase 2 is 1200 feet also done by a contractor.

COST PHASE 1: 507,750.00

COST PHASE 2: 411,715.00

Project Costs (Inside)

Sewer:	\$180,475
Water/Street	<u>\$919,465</u>
	\$1,099,940

Project Funding Sources: ARPA Funds, Gaming, CIP, Parks and Stormwater



REVENUE PROJECTIONS

Property Tax Revenues

Assumptions

- Avg home price: \$280,000
- Table Data below reflects ONLY Build out for Phase 1 - 43 homes
- All data below does not reflect increase(s) in future year(s)
- Per household real estate tax: \$3594.19
 - Per household city portion: \$374.00
 - Per household School portion: \$2731.58
 - Per household Other Districts: \$862.61

Year	# of homes	Value of houses	Assessed Value	Total Property Tax	City Portion
2022	22	\$6,160,000	\$1,170,400	\$79,074.22	\$8228
2023	43	12,040,000	\$2,287,600	\$154,550	\$16,082

Future Phase(s) additional Real Estate Tax (City Portion) Estimated \$374 per home

\$374.00 per home @ 100 homes \$37,400

\$374.00 per home @ 200 homes \$74,800

\$374.00 per home @ 300 homes \$112,200

\$374.00 per home @ 400 homes \$149,600

Personal Property, Sales Tax, Phone, Electricity & Gas Tax Revenue (Phase 1, 43 homes)

Revenue Type	Revenue amt/per year/per house	Annual Revenue Amount
Personal Property	\$50.00	\$2150.00
Phone Tax	\$60.00	\$2580.00
Electricity/Gas	\$72.00	\$3090.00
Sales Tax	\$400.00	\$17,200.00
Total	\$582.00/home	\$25,020

Future phase(s) additional Personal Property, Sales Tax, Phone & Electricity/Gas Tax Revenue

\$582.00 per home @ 100 homes \$58,200

\$582 per home @ 200 homes \$116,400

\$582 per home @ 300 homes \$174,600

\$582 per home @ 400 homes \$232,800



City Utility Revenues

Assumptions:

- Data does NOT assume any increase in rates – reflects 2021 rates
- Water average monthly billing per household \$76.00/yearly \$912
- Sewer average monthly billing per household \$55/ yearly \$660
- Sanitation average monthly billing per household \$18.68/yearly \$224.16

# of Houses	Water/year	Sewer/year	Sanitation/year
22	\$20,064	\$14,520	\$4931.52
43	\$39,216	\$28,380	\$9638.88
100	\$91,200	\$66,000	\$22,416
200	\$182,400	\$132,000	\$44,382.
300	\$273,600	\$198,000	\$67,248
400	\$364,800	\$264,000	\$89,664