



VOLUME 1 OF 2

City of Boonville
Council Meeting Agenda

November 15, 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

PUBLIC HEARING 6:00 P.M. – To consider Proposed Annexation and Zoning on 216.81 Acres Along Missouri Highway 87 and Missouri Highway 98 formerly known as Gross Brothers Farm, now known as Troy Thurman Construction Co. Inc. Property.

I. Call to order – Pledge and Prayer (Michael Stock)

II. Roll call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the November 1, 2021 Council Meeting

V. Consent Items.

- a) Consider Change Order No. 1 from Insituform in the amount of <\$0.00> for Sanitary Sewer Improvements 2021

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2021-029 Amending Chapter 4 Animals and Fowl
- B) Second Reading of Bill No. 2021-030 Approving an Option for Easement Agreement with Robinson Real Estate Easement Company, LLC
- C) Fourth Reading of Bill No. 2021-009 Approving Annexation for Fox Hollow Subdivision

D) Fourth Reading of Bill No. 2021-010 Approving Project and Preliminary Site Plan for Fox Hollow Subdivision

E) Discussion of Fox Hollow Subdivision

VIII. New Business

A) First Reading of Bill No. 2021-031 Approving an Agreement with COMO Electric Cooperative Franchise Agreement

B) First Reading of Bill No. 2021-032 Approving a Development Agreement with Thurman Construction Company

C) Consider Resolution R2021-15 Approving a Temporary Lease Agreement with Fisher Concrete Co., LLC.

D) Consider Resolution R2021-16 Approving a Contract for Remsel Excavating for Boone Point Water Line Bore and Tie-in

IX. Reports of Standing Committees

A) Planning and Zoning Commission – November 9, 2021 (Whitney Venable)

X. Reports of City Officials

A) City Administrator

B) Mayor

C) City Clerk

XI. Miscellaneous

XII. Closed Session RSMO 610.021

- **(3) Personnel**

XIII. 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
November 1, 2021

The Boonville City Council met in Regular Session on November 1, 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.

NOTICE POSTED: Thursday, October 28, 2021 at 4:30 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

None

APPROVAL OF THE MINUTES OF THE OCTOBER 18, 2021 COUNCIL MEETING

The Minutes were approved as presented

CONSENT ITEMS

The Following Consent Items were presented for approval

- 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

Mr. Venable moved and Mr. Hurt seconded the motion to approve the Consent Items. Roll call was taken. Ayes: Turner, Stock, Young, Meadows, Cowherd, Hurt, Elbert, and Venable. Total (8) Opposed: Total (0) Absent: Total (0) Motion Carried

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 appropriations. Roll call was taken. Ayes: Turner, Stock, Young, Meadows, Cowherd, Hurt, Elbert, and Venable. Total (8) Opposed: Total (0) Absent: Total (0) Motion Carried

UNFINISHED BUSINESS

SECOND 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. Mr. Venable moved and Mr. Cowherd seconded the motion to approve the bill. Roll call was taken. Ayes: Turner, Stock, Young, Meadows, Cowherd, Hurt, Elbert, and Venable. Total (8) Opposed: Total (0) Absent: Total (0) Motion Carried

SECOND 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. Mr. Venable moved and Ms. Meadows seconded the motion to approve the bill. Roll call was taken. Ayes: Turner, Stock, Young, Meadows, Cowherd, Hurt, Elbert, and Venable. Total (8) Opposed: Total (0) Absent: Total (0) Motion Carried

THIRD READING OF BILL NO. 2021-009 APPROVING ANNEXATION FOR FOX HOLLOW SUBDIVISION

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

THIRD READING OF BILL NO. 2021-010 APPROVING PROJECT AND PRELIMINARY SITE PLAN FOR FOX HOLLOW SUBDIVISION

Ms. Fjell stated the ordinances are in track changes so the council can see the changes that have been made to the ordinance.

NEW BUSINESS

FIRST READING OF BILL NO 2021-029 CHAPTER 4 ANIMALS AND FOWL

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

FIRST READING OF BILL NO 2021- 030 APPROVING AN OPTION FOR EASEMENT AGREEMENT WITH ROBINSON REAL ESTATE EASEMENT COMPANY, LLC

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

CONSIDER RESOLUTION R2021-14 AUTHORIZING AND APPROVING PARTICIPATION IN THE COOPER COUNTY NATURAL HAZARD MITIGATION PLAN

Ms. Davis read the resolution in its entirety. Mr. Stock moved and Mr. Venable seconded the motion to approve the resolution. Roll call was taken. Ayes: Turner, Stock, Young, Meadows, Cowherd, Hurt, Elbert, and Venable. Total (8) Opposed: Total (0) Absent: Total (0) Moton Carried

REPORTS OF STANDING COMMITTEES

BOARD OF PUBLIC WORKS (Andrew Cowherd)

Mr. Cowherd stated the meeting was cancelled.

BOONVILLE HOUSING AUTHORITY (Barry Elbert)

Mr. Elbert stated that the committee met and continues to do a good job.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Ms. Fjell stated she would like a motion to be made for a dangerous building hearing to be held on December 6th, 2021, at 6:30 since the notice deadlines were not met. Mr. Venable moved and Mr. Stock seconded a motion to set a dangerous building hearing for 521 10th Street on December 6, 2021 at 6:30PM. Roll call was taken. Ayes: Turner, Stock, Young, Meadows, Cowherd, Hurt, Elbert, and Venable. Total (8) Opposed: Total (0) Absent: Total (0) Moton Carried

Ms. Fjell directed Council to the memo in the packet detailing Fox Hollow engineering estimates from Crockett Engineering and projected revenue figures. Ms. Fjell wanted to provide this information now for the council to review before the public hearing on November 15th, 2021.

Ms. Fjell stated that from her perspective, the most important portion of the memo is the projected revenues on water, sewer, sanitation. Additional customers will help insulate the City's enterprise funds from shocks to the system and minimize more significant increases year over year. Mr. Turner inquired on the average size of the homes. Mr. Thurman stated they are looking at 1500 to 1800 square feet for each home. Mr. Elbert inquired about the price of the land for the park. Mr. Mayor stated it depends on how you look at it and the benefit of the park once it is complete. Mr. Cowherd asked Ms. Fjell what the allocation of funds are for ARPA and the Sewer reserve. Ms. Fjell stated the City received approximately 1.6 million the City has already received the first half of that and will receive the rest in 12 months and the county plans to make applications available for cities to apply for some of the County ARPA funds. The City would apply for \$500,000.

MAYOR

None

CITY CLERK

None

MISCELLANEOUS

Ms. Meadows passed on a comment from a concerned citizens about the pedestrian cross walk on Spring Street down by the Tourism Center, The Citizen stated a couple of times they have encountered when a motorist is coming east and lights are flashing on that crosswalk the motorist does not slow down. Ms. Meadows just wanted to pass that one to the council. Mr. Elbert asked if Fox Hollow does not pass if the city planned to raise taxes Mr. Mayor and Ms. Fjell both stated no.

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Stock seconded the motion to adjourn at 7:33 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Amber Davis, City Clerk

Approved:

Ned Beach, Mayor

Change Order No. 3
Project No. 454-281

Sheet of
Original _ of 6

Recommended: MECO Engineering Co., Inc.
(Engineer)

To: Insituform
(Contractor)

From: City of Boonville
(Owner)

You are hereby directed to make the following changes:

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

Equipment for epoxy lining manholes has broken down and requires a part to fix. This part will not arrive until Friday, October 29. Contractor requests an additional 7 calendar days to repair equipment and finish epoxy spraying. Setting the new completion date at Friday, November 5th.

- 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	Quantity/Unit
Total This Sheet:								\$0.00	

- | | | |
|---------------------------------------|--------|--------------|
| 1. Original Contract Amount: | | \$264,879.00 |
| 2. Add or Deduct This Order Totals: | \$0.00 | |
| 3. Add or Deduct Previous: | \$0.00 | |
| (Line 4 of previous order) | | |
| 4. Total Add or Deduct to Date (2+3): | | \$0.00 |
| 5. Revised Contract Amount (1+4): | | \$264,879.00 |

Recommended:  11/2/21
Engineer - MECO Engineering Company Date

Ordered: Owner _____ Date _____

Accepted: Janet Hass Contractor Janet Hass, Contracting & Attesting Officer Date 10/28/2021

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

MasterSpecForms Change Order # 3 10/27/2021

CONTRACT CHANGE ORDER

00941/1

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 15, 2021** the sum of **\$339,049.99**

General Fund	\$116,850.21
Sanitation	\$32,271.52
CIP Tax	\$26,317.68
Water Works	\$35,817.51
Capital Projects	\$0.00
Waste Water	\$73,849.13
Tourism	\$5,798.57
Gaming	\$43,895.02
Parks/Water	\$4,250.35
Kemper Sales Tax	\$0.00
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 **\$339,049.99** 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 15, 2021** read for the second time this **November 15, 2021** since a copy was made available prior to the meeting.

Approved **November 15, 2021** _____

Mayor

Endorsed **November 15, 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. 2021-029

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.

DATE _____

BILL NO. 2021-009

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI ANNEXING CERTAIN CONTIGUOUS TERRITORY OWNED BY TROY THURMAN CONSTRUCTION CO., INC. , A MISSOURI CORPORATION DOING BUSINESS IN COOPER COUNTY, MISSOURI, INTO THE CITY OF BOONVILLE, MISSOURI; ZONING THE PROPERTY AS R-1, , R-2AND 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, 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-2, 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 on the table at their March 15th, 2021 meeting; and

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: The City Council of the City of Boonville, Missouri does place this Property in Zoning Districts R-1, R-2, 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 on January 1, 2022.

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 FIFTH TIME AND PASSED ON THIS 6th DAY OF DECEMBER, 2021, AFTER A COPY OF THIS ORDINANCE AND EXHIBITS REFERENCED HEREIN HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION FOLLOWING ITS FIRST READING , SECOND READING, THIRD READING, FOURTH, AND FIFTH READINGS AND PUBLIC HEARINGS ON THE ZONING AND ANNEXATION WERE PROPERLY HELD.

PRESIDENT OF THE COUNCIL

APPROVED THIS 6TH DAY OF DECEMBER, 2021

NED BEACH, MAYOR

ATTEST:

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

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

OWNER

Troy Thurman Construction Co., Inc.

By: 

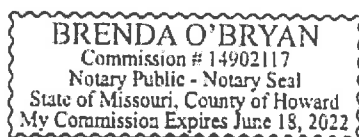
Name: Troy Thurman

Title: President

STATE OF MISSOURI)
) ss
COUNTY OF Cooper)

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

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



Brenda O'Bryan
Notary Public

My commission expires: June 18, 2022

Exhibit A

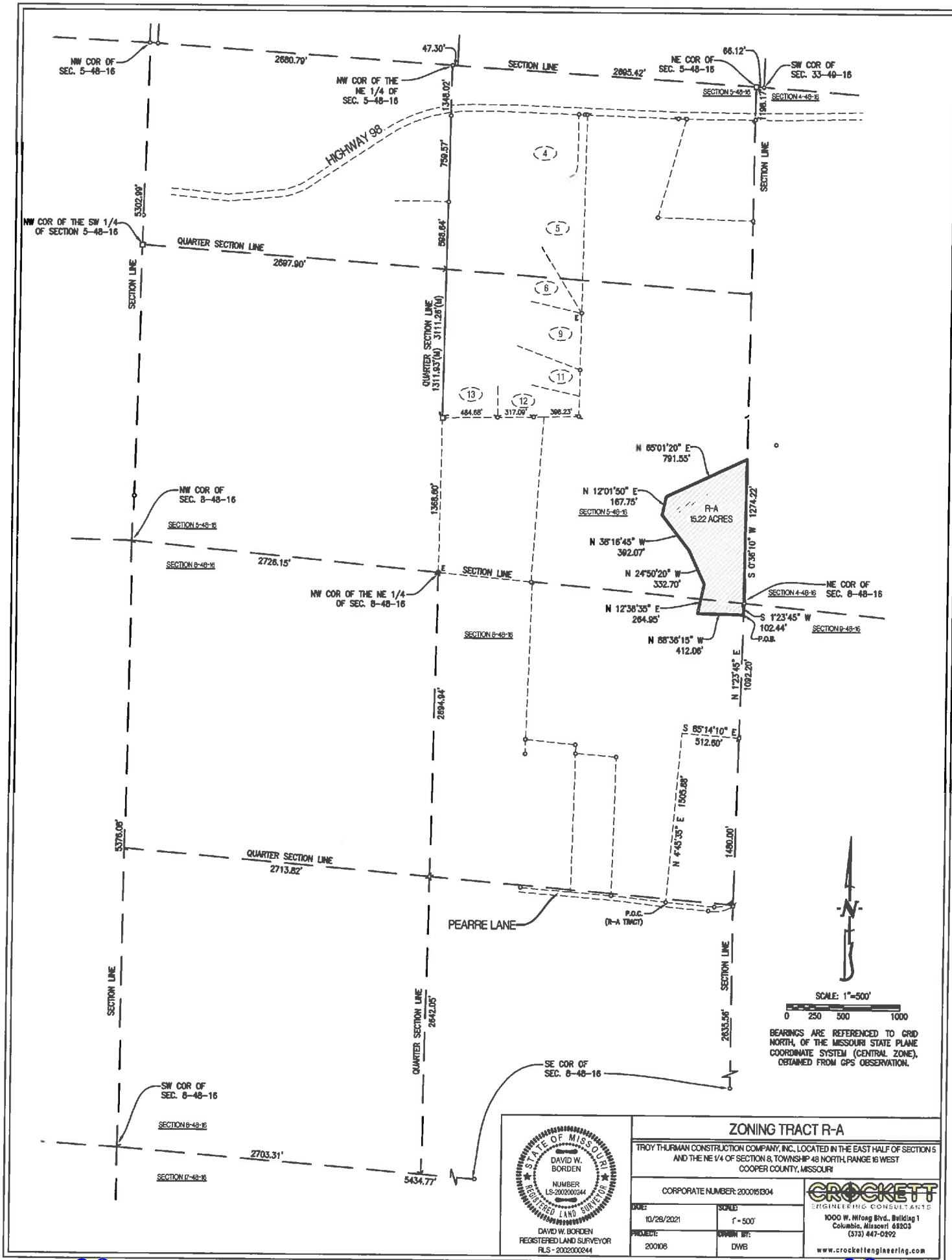
Legal Description of the Property

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

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

Exhibit B

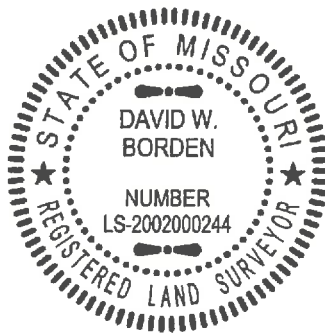
Descriptions and Depictions of Zoning Districts



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

COMMENCING AT THE MOST SOUTHEAST CORNER OF SAID DEED OF TRUST, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE FOR PEARRE LANE IN SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, LEAVING THE SAID NORTH RIGHT OF WAY LINE AND WITH THE EAST LINE OF SAID TRACT, SAID LINE BEING THE WEST LINE OF A TRACT OF LAND DESCRIBED IN CONDEMNATION CASE NO. CV198-34CC, N 4°45'35"E, 1505.88 FEET; THENCE LEAVING SAID WEST LINE OF SAID TRACT AND WITH THE NORTH LINE OF SAID TRACT, S 85°14'10"E, 512.60 FEET TO THE EAST SECTION LINE OF SAID SECTION 8; THENCE LEAVING SAID NORTH LINE AND WITH SAID EAST SECTION LINE, N 1°23'45"E, 1092.20 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID EAST LINE OF SAID SECTION 8, N 88°36'15"W, 412.06 FEET; THENCE N 12°38'35"E, 264.95 FEET; THENCE N 24°50'20"W, 332.70 FEET; THENCE N 38°16'45"W, 392.07 FEET; THENCE N 12°01'50"E, 167.75 FEET; THENCE N 65°01'20"E, 791.55 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE WITH SAID EAST LINE, S 0°36'10"W, 1274.22 FEET TO THE NORTH EAST CORNER OF SAID SECTION 8; THENCE WITH THE EAST LINE OF SAID SECTION 8, S 1°23'45"W, 102.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.22 ACRES.



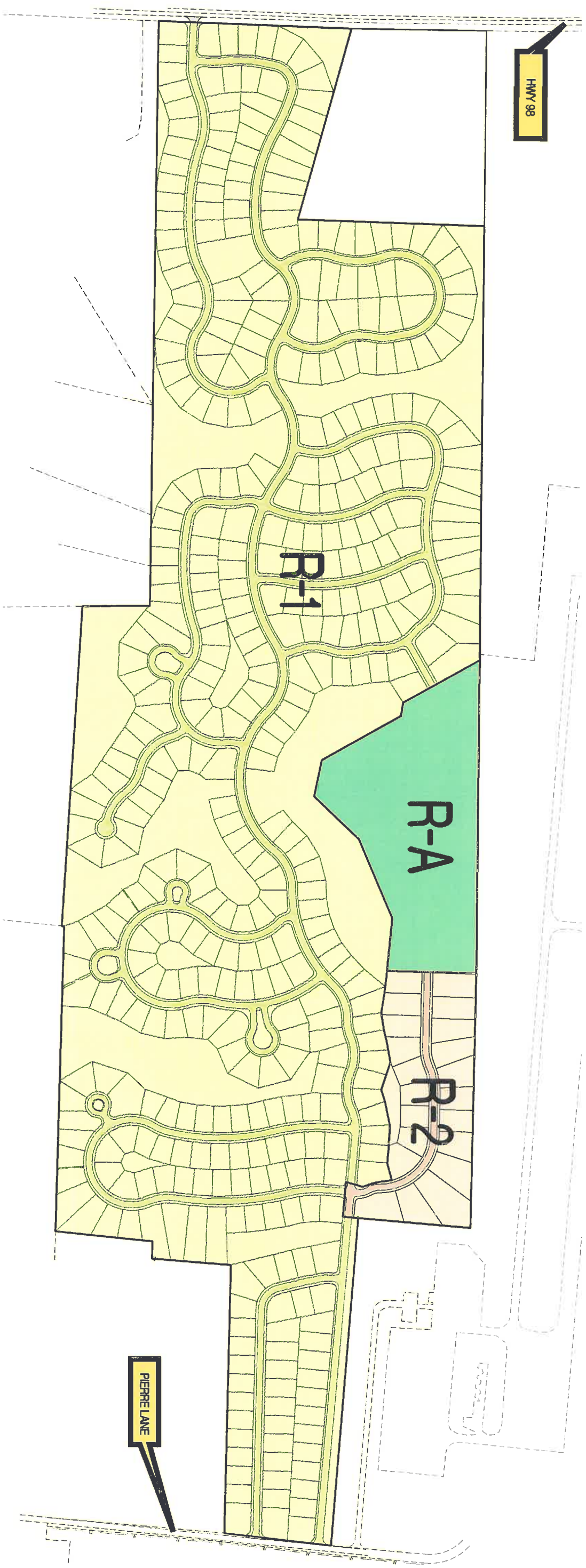
[Handwritten Signature]

DAVID W. BORDEN, PLS-2002000244

10-29-21

DATE

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	R-A ZONING TRACT A TRACT OF LAND LOCATED IN THE E. HALF OF SECTIONS 8 & 5-T48-R16W COOPER COUNTY, MISSOURI
	DATE: 10/28/2021	
	PROJECT: 200108	



HWY 98

PIERRE LANE

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

TELECOPIER (573) 875-0017

E-MAIL robett@vanmatre.com

CRAIG A. VAN MATRE (RETIRED)
ROBERT N. HOLLIS
GARRETT S. TAYLOR
CASEY E. ELLIOTT
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,

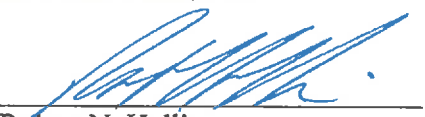
On behalf of my client, Troy Thurman Construction Company, Inc., please consider this as a request that the City of Boonville (the "City") City Council continue its consideration of that certain Petition Requesting Annexation of Land to the City of Boonville, Missouri and Designation of Zoning Classifications (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 location 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 on January 1, 2022.

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 FIFTH TIME AND PASSED THIS 6TH DAY OF DECEMBER, 2021,
AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN
MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST, SECOND,
THIRD, FOURTH, AND FIFTH READINGS.**

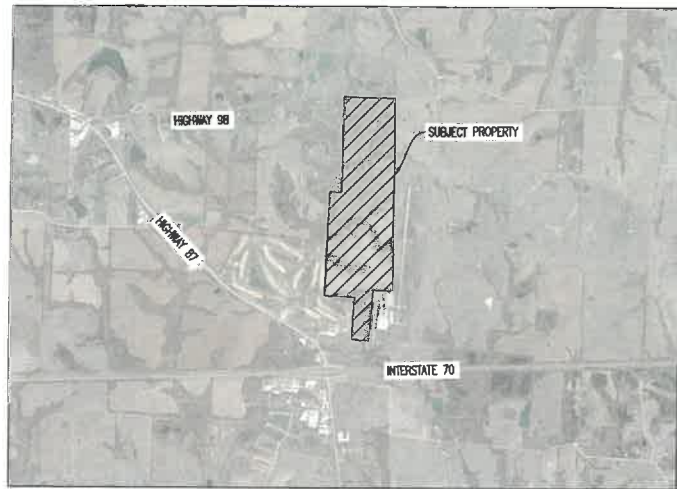
PRESIDENT OF THE COUNCIL

APPROVED THIS 6TH DAY OF DECEMBER 2021.

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK



LOCATION MAP
NOT TO SCALE

NOTES:

- ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 6" DIAMETER. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET.
- THIS TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN AS SHOWN BY FIRM PANELS 2905300155C, 2905300175C BOTH DATED MAY 03, 2011.
- THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
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- WATER DISTRIBUTION TO BE PROVIDED BY THE CITY OF BOONVILLE.
- ELECTRIC DISTRIBUTION TO BE DETERMINED.
- LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY.
- THE CURRENT ZONING OF THIS TRACT IS R-1, R-2, R-A.
- THIS PLAT CONTAINS 216.81 ACRES.
- A SIDEWALK SHALL BE CONSTRUCTED ALONG ONE SIDE OF ALL INTERNAL STREETS EXCEPT ALONG FOX HOLLOW DRIVE WHERE SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES. EXCEPT THE PORTION OF FOX HOLLOW DRIVE THAT HAS NO RESIDENTIAL LOTS AND IS ADJACENT TO THE AIRPORT PROPERTY.
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- THE INTENT FOR THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES.
- ALL STORM SEWER AND STORM WATER DETENTION DESIGN SHALL MEET THE DESIGN STANDARDS OF THE CITY OF BOONVILLE.
- ANY STRUCTURE OR OBJECT WITHIN THE ANWS CRITICAL AREA (E/U) 500' RADIUS SHALL NOT HAVE A TOP ELEVATION ABOVE 725' THIS INCLUDES, BUT NOT LIMITED TO ROOFS, DETACHED STRUCTURES, LANDSCAPING, FENCES, STREET LIGHT POLES, ETC.
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11/08/2021
TIMOTHY D. CROCKETT - PE-202400075

PREPARED BY:

CROCKETT
ENGINEERING CONSULTANTS
5000 W. Hwy 66, Bldg. 1
Columbia, Missouri 65203
(314) 447-0082

www.crocketteengineering.com

Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#200018101

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

TROY THURMAN
CONSTRUCTION
COMPANY, INC.

HUNTER'S RIDGE SUBDIVISION
PLAT BK 7, PG 384

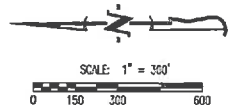
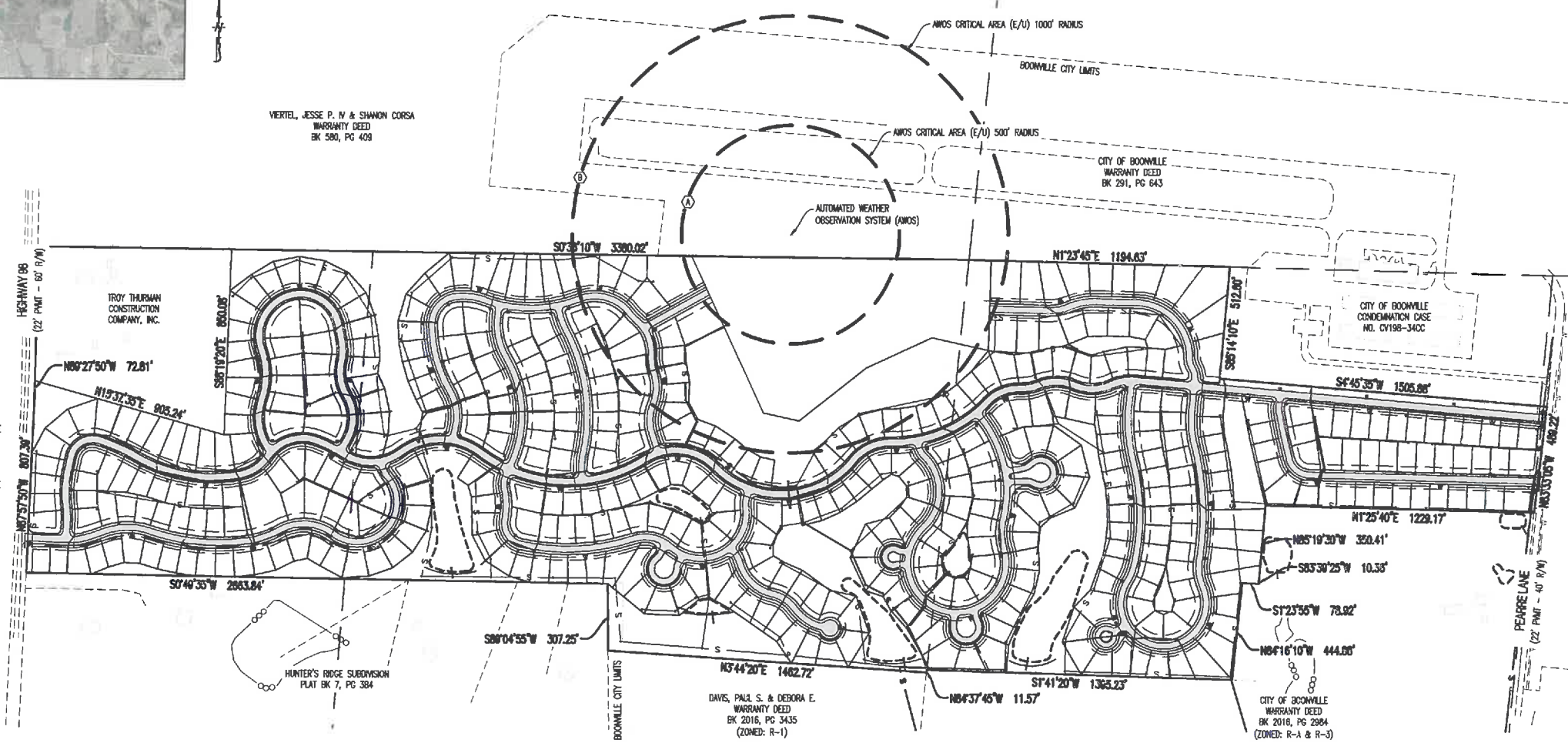
DAVIS, PAUL S. & DEBORA E.
WARRANTY DEED
BK 2016, PG 3435
(ZONED: R-1)

CITY OF BOONVILLE
WARRANTY DEED
BK 2016, PG 2984
(ZONED: R-1 & R-3)

PRELIMINARY PLAT FOR FOX HOLLOW SUBDIVISION

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

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



LEGEND:

- EXISTING SEWER CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- MANHOLE/CLEANOUT
- PROPOSED WATERLINE
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- BUILDING LINE
- EXISTENCE
- LOT NUMBER
- PROPOSED PARKING
- PROPOSED DETENTION BASIN
- EXISTING WRECKAGE
- WATERWAY

LOT PHASING:

- PHASE 1 INCLUDES LOTS 101 THRU 143. 43 LOTS.
- PHASE 2 INCLUDES LOTS 201 THRU 285. 85 LOTS.
- PHASE 3 INCLUDES LOTS 301 THRU 376. 76 LOTS.
- PHASE 4 INCLUDES LOTS 401 THRU 470. 70 LOTS.
- PHASE 5 INCLUDES LOTS 501 THRU 567. 67 LOTS.
- PHASE 6 INCLUDES LOTS 601 THRU 634. 34 LOTS.
- PHASE 7 INCLUDES LOTS 701 THRU 771. 71 LOTS.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, COOPER COUNTY, MISSOURI AND BEING ALL OF THE TRACT DESCRIBED IN AN AFFIDAVIT OF SURVEYER'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 PEARLE 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 05°19'30"W, 350.41 FEET; THENCE S 83°30'25"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, 1385.23 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, 1482.72 FEET; THENCE N 89°04'55"E, 307.25 FEET; THENCE N 0°49'35"E, 2863.84 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 80°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, 850.00 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, 512.80 FEET; THENCE S 4°45'35"W, 1505.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 216.81 ACRES.

APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

THIS _____ DAY OF _____, 2021.

CHAIRPERSON

PRELIMINARY PLAT
FOR
FOX HOLLOW SUBDIVISION

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

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

NOTES:

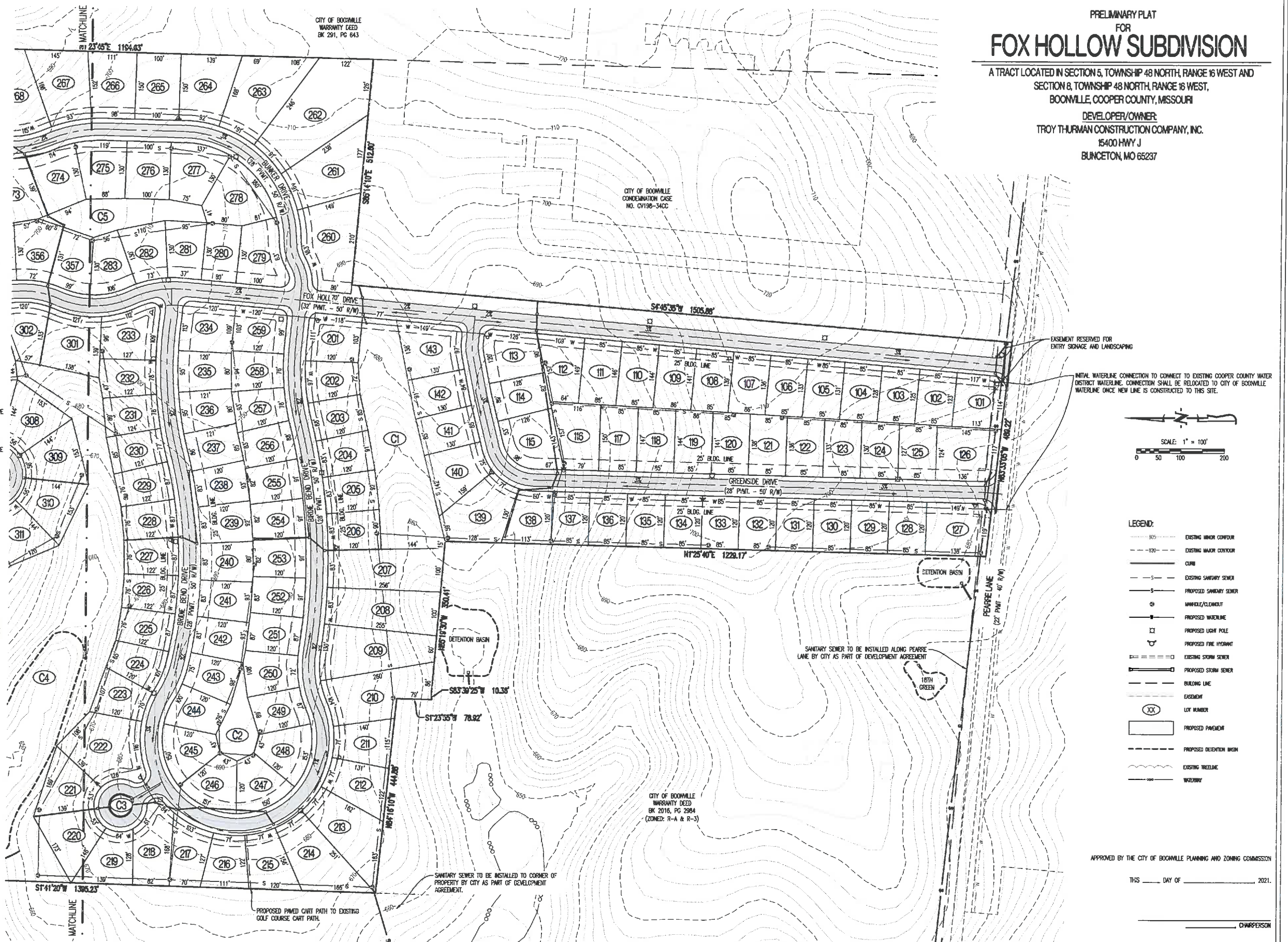
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11/08/2021
TIMOTHY D. CROCKETT - PE-2004000775

PREPARED BY:
CROCKETT
ENGINEERING CONSULTANTS
10700 W. Highway 100, Ste. 1
Columbia, Missouri 65205
(314) 647-0299

www.crockettengineering.com
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#0000181501



APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

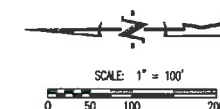
THIS ____ DAY OF _____, 2021.

CHAIRPERSON

PRELIMINARY PLAT FOR FOX HOLLOW SUBDIVISION

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

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



- LEGEND:**
- EXISTING MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - CURE
 - EXISTING SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - MANHOLE/CLEANOUT
 - PROPOSED WATERLINE
 - PROPOSED LIGHT POLE
 - PROPOSED FIRE HYDRANT
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - BUILDING LINE
 - EASEMENT
 - XX LOT NUMBER
 - PROPOSED PAVEMENT
 - PROPOSED DETENTION BASIN
 - EXISTING WRELINE
 - WATERWAY

APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

THIS _____ DAY OF _____, 2021.

_____, CHAIRPERSON

SHEET 3 OF 4

NOTES:

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11/08/2021
TIMOTHY D. CROCKETT - PE-200400075

PREPARED BY:
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1000 W. Hwy 100, Bldg. 1
Columbia, Missouri 65203
(314) 447-0092

www.crockettengineering.com
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#0000181501

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

PROPOSED PAVED CART PATH
TO EXISTING GOLF COURSE
CART PATH

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

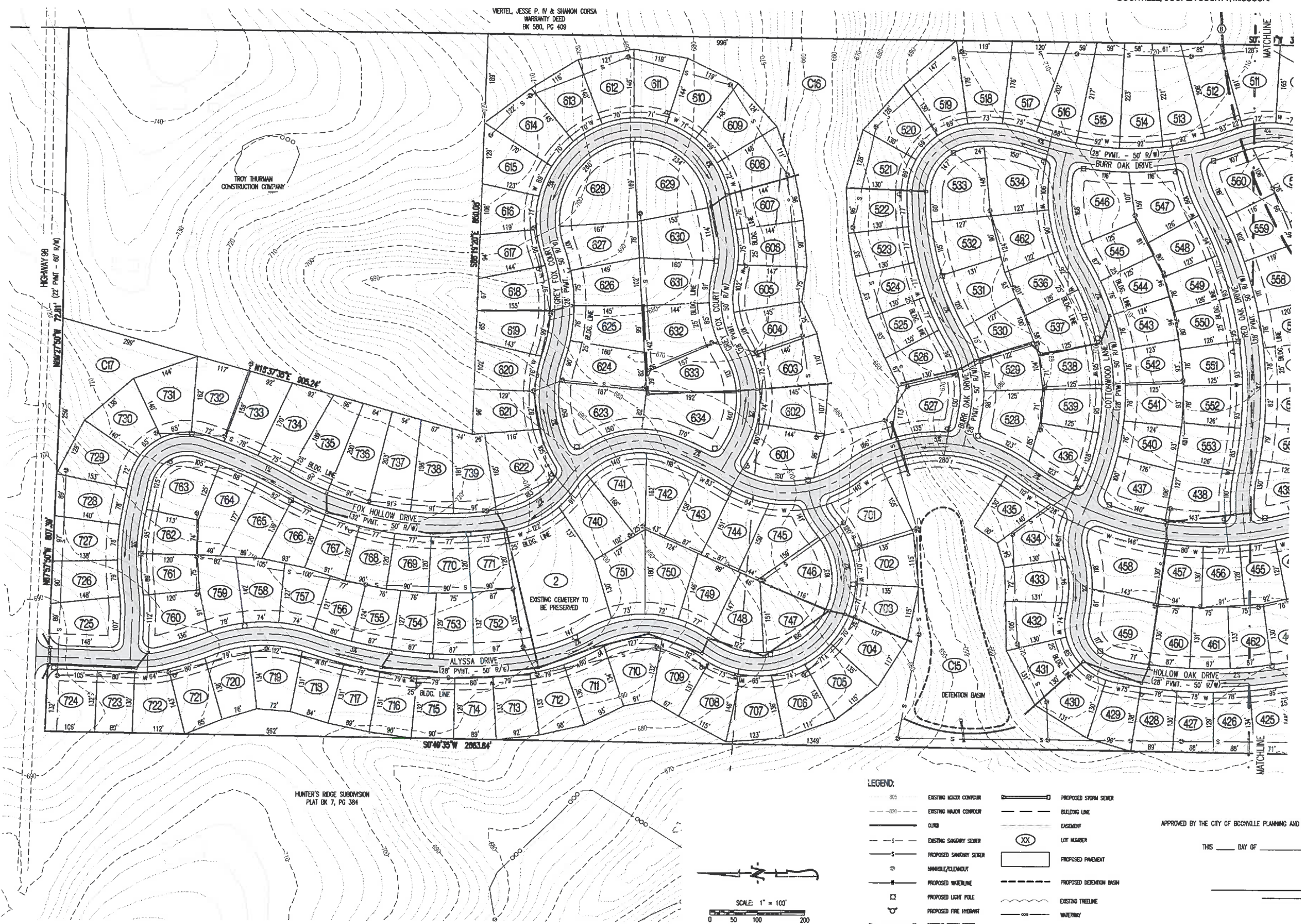
PRELIMINARY PLAT
FOR
FOX HOLLOW SUBDIVISION

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

A TRACT LOCATED IN SECTION 5, TOWNSHIP 48 NORTH, RANGE 16 WEST AND
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LEGEND:

- | | | | |
|-----------|-------------------------|-----------|--------------------------|
| — 800 — | EXISTING MAJOR CONDUIT | — — — — — | PROPOSED STORM SEWER |
| — 600 — | EXISTING MAJOR CONDUIT | — — — — — | BUILDING LINE |
| — — — — — | EXISTING SANITARY SEWER | — — — — — | EASEMENT |
| — — — — — | PROPOSED SANITARY SEWER | (XX) | LOT NUMBER |
| — — — — — | MANHOLE/CLEANOUT | — — — — — | PROPOSED PAVEMENT |
| — — — — — | PROPOSED WATERLINE | — — — — — | PROPOSED DETENTION BASIN |
| — — — — — | PROPOSED LIGHT POLE | — — — — — | EXISTING THELINE |
| — — — — — | PROPOSED FIRE HYDRANT | — — — — — | WATERWAY |
| — — — — — | EXISTING STORM SEWER | | |

APPROVED BY THE CITY OF BOONVILLE PLANNING AND ZONING COMMISSION

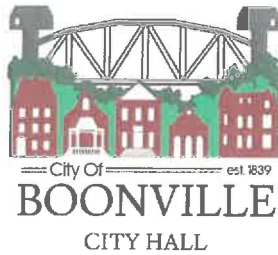
THIS _____ DAY OF _____, 2021.

CHAIRPERSON



11/08/2021
TIMOTHY D. CROCKETT - PE-2004000775

PREPARED BY:
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(573) 447-0292
www.crockettengineering.com
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#000018101



Date: November 11, 2021

To: Mayor and City Council

Re: Fox Hollow, Other related projects and funding plan

As we are all aware, Fox Hollow has progressed in planning and development to a point where a decision will need to be made soon. The costs of this project are not clear.

I am attaching a funding plan for this project and some related projects, relative to the golf course and the annexation of Hwy 87. As a reminder, the golf course and annexation projects are NOT dependent on the Fox Hollow subdivision; however, I believe that since this corridor will be getting some development and increased visibility, we need to plan for some improvements. For the Fox Hollow projects, please refer to the map included in the packet with the various projects identified.

I fully believe that whatever we do must be of high quality and well planned.

I am comfortable with this plan as presented. It is the best that I can formulate that creates opportunity for City growth, increased customer base for City utilities, and facilitates the Hwy 87 corridor development.

Bucket #1: Water Line Extension (NOT dependent on annexation)



- A. Professional Services \$150
 - B. Construction \$2.8M
 - C. Construction Oversight \$120K
- TOTAL (Bucket #1): 3,070,000**

Timing: 3 years- FY 20-21/22-23: Professional Services, FY 22-23/23-24 Construction,

Bucket #2: Fox Hollow Sewer Improvements (Phase 1) 4A, 4B, 4C



- A. Professional Services \$35,000
 - B. Construction \$472,000
 - C. Construction Oversight \$26,300
- TOTAL (BUCKET #2): \$533,300**

Timing: FY 20-21/22-23, This Includes lowering the lift station.

Bucket #3: Fox Hollow Water, Stormwater and Street Improvements (Phase 1) 5A



- A. Water line \$97,750
 - B. Storm inlets, pipe \$39,675
 - C. Fire Hydrants \$15,525
 - D. Concrete Street \$345,000
 - E. Professional Services \$10,000
 - F. Construction Oversight \$7500
- TOTAL (BUCKET #3): \$515,450**

Timing: FY 20-21/22-23

Bucket #4: Fox Hollow Sewer Improvements (Phase 2) 4D and 4E



- A. Professional Services \$20,000
 - B. Construction \$305,300
 - C. Construction Oversight \$15,000
- TOTAL (BUCKET #4): \$340,300**

Timing: FY 23-24 (estimate, must be done 6 months after submission of Phase 2 final plat)

Bucket #5: Fox Hollow Water, Stormwater and Street Improvements (Phase 2) 5B



- A. Water line: \$75,500
 - B. Storm Inlets, Pipe: \$26,500
 - C. Fire Hydrants: \$15,000
 - D. Concrete Street: \$285,000
 - E. Professional Service: \$8000
 - F. Construction Oversight: \$6000
- TOTAL (Bucket #5): \$416,000**

Timing: FY 23-24

Bucket #6: Parkland development



- A. Land Purchase: 300,000
 - B. Park Planning (conceptual): 10,000
 - C. Engineering/Design: 15,000
 - D. Park construction: \$350,000 (?)
 - E. Construction Oversight \$12,000
- TOTAL (BUCKET #6): \$687,000**

Timing: Purchase FY 20-21, Planning 23-24, Design and Construction 25-26+

Bucket #7: Hail Ridge Improvements (NOT dependent on annexation)



- A. Paving Parking lot \$250,000
 - B. Irrigation System \$50,000
 - C. Club house \$200,000
 - D. Signage \$20,000
- TOTAL (BUCKET #7): \$520,000**

Timing: Parking lot paving FY 24-25 (after water line extension complete, Irrigation system FY 22-23, Club House FY 26-27, Signage FY 24-25 (with parking lot work)

Bucket #8: Annexation Costs



- A. Water Buyout \$240,000
 - B. County Fire District 25,000
- TOTAL: \$265,000**

Timing: Water buyout FY 22-23, Fire District- \$5K for 5 years (this is still TBD)

SOURCES AND USES

Uses- Fox Hollow Development (Outside)

Bucket #2	\$533,300
Bucket #4	<u>\$170,150 (1/2)</u>
TOTAL:	\$703,450

Uses- Fox Hollow Development (Inside)

Bucket #3	\$515,450
Bucket #4	\$170,150 (1/2)
Bucket #5	<u>\$416,000</u>
TOTAL	\$1,101,600

Uses- Annexation Costs

Bucket #8	<u>\$265,000</u>
TOTAL:	\$265,000

Uses- 2014 Annexation requirements

Bucket #1-	<u>\$3,200,000</u>
TOTAL:	\$3,200,000

Uses- Hwy 87/Hail Ridge Improvements/Parkland

Bucket #6	\$687,000
Bucket #7	<u>\$520,000</u>
TOTAL:	\$1,207,000

SOURCES:

A) Cash FY 21-22	\$500,000 (Gaming revenue over budget)
B) ARPA Funds FY 21-22	\$851,000
C) ARPA Funds FY 22-23	\$851,000
D) ARPA FUNDS	\$500,000 (If County makes available to cities in Cooper County)
E) Sewer Reserves	\$2,000,000
F) Water Reserves	\$1,500,000
G) Parks and Stormwater	\$300,000 (Annually beginning FY 24-25)*
H) CIP Sales Tax	\$100,000 (Annually)*
I) Water Savings	\$200,000 (FY 21-22)
J) Gaming	\$150,000 (annually)
K) Use Tax	\$100,000 (annually)*
L) Fished Concrete Lease	\$48,000 (concrete)

*These funds are unencumbered and available, there can be additional funds budgeted for projects within this department year over year for the projects

BUCKET FINANCING PLAN

Bucket #1

ARPA Funds	\$1,500,000
Reserves	\$1,500,000
FY 21-22 Savings	<u>\$200,000</u>
	\$3,200,000

Bucket #2

ARPA Funds	\$250,000 (FY 22-23)
Reserves	<u>\$283,259</u> FY 21-22/22-23)
	\$533,259

Bucket #3

ARPA Funds	\$160,000
CIP Funds	\$100,000 (FY 22-23)
Gaming	\$150,000 (FY 22-23)
Use Tax	\$52,725 (FY 22-23)
FY 22-23 PW Capital	
Project Budget	<u>\$52,725</u>
	\$515,450

Bucket #4

ARPA Funds	\$165,000 (FY 23-24)
FY 23-24 Budget Cap.	
Improvements	<u>\$175,300</u>
	\$340,300

Bucket #5

ARPA Funds	\$125,000
Gaming	\$150,000 (FY 23-24)
CIP	\$100,000 (FY 23-24)
FY 23-23 PW	
Capital Projects	<u>\$41,000</u>
	\$416,000

Bucket #6

FY 20-21 Gaming	\$300,000 (land purchase)
FY 23-24 CIP	
(parks)	\$10,000
Pk/Strmwater	<u>\$400,000</u> (FY24-25/25-26)
	\$710,000

Bucket #7

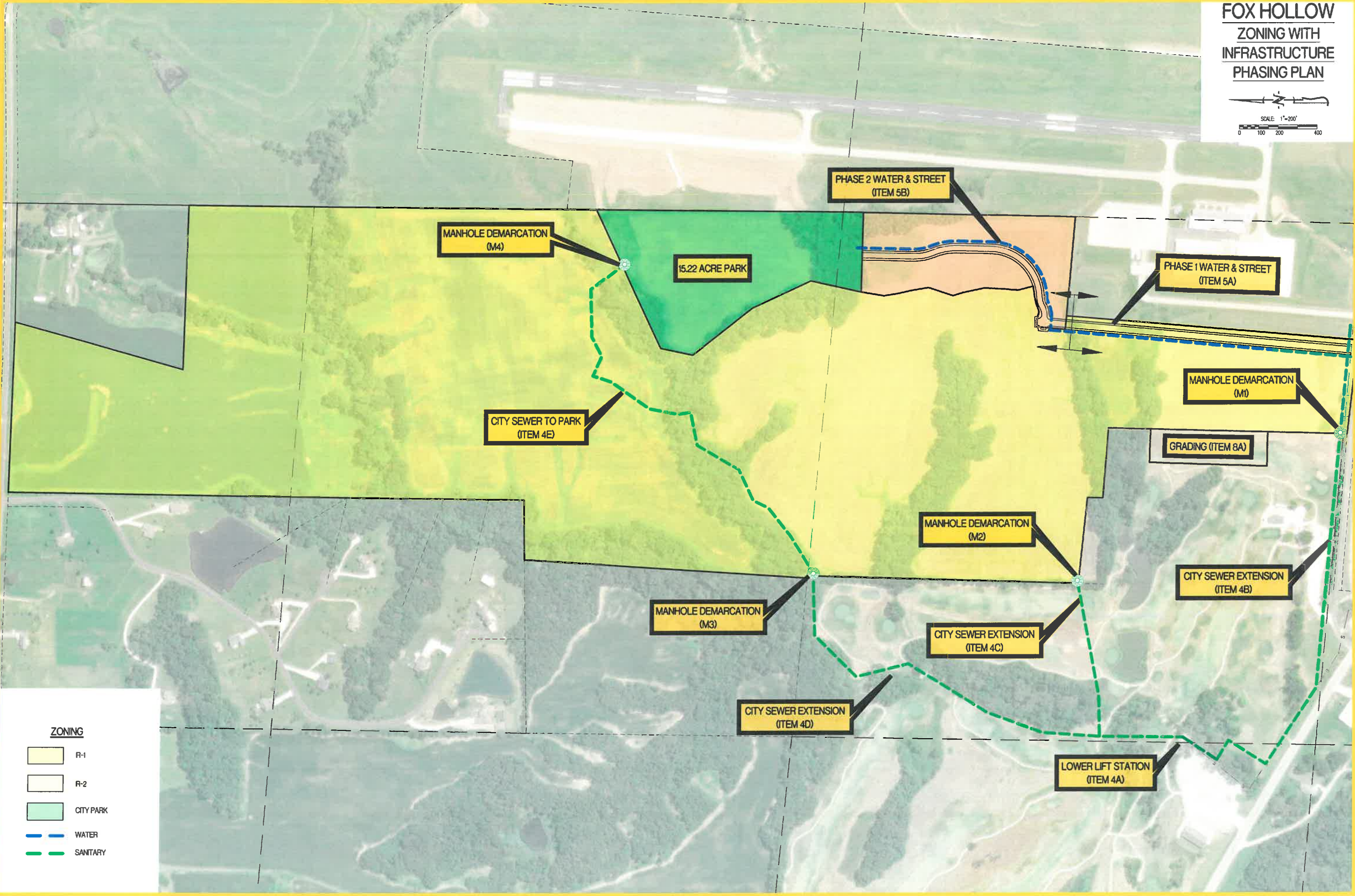
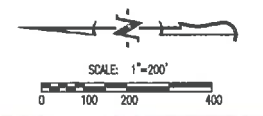
PK/Strmwater	\$450,000 (FY 24025/26-27)
Fisher Lease	\$48,000
Use Tax	<u>\$36,000</u>
	\$534,000

Bucket #8

FY 22-23 06	
Capital Proj.	\$60,000
FY 20-21	
Gaming	\$200,000
Gen. Fund	<u>\$5000</u> (FY 22-23 thru 30/31)
	\$265,000

The projects detailed in this memo represent a significant investment and improvement in the Hwy 87 corridor into town. The projects can be accomplished within the appropriate time frame and the unencumbered Parks and Stormwater Sales Tax is only minimally used, meaning the City will be able to use these funds to continue to improve the stormwater system in years going forward.

**FOX HOLLOW
ZONING WITH
INFRASTRUCTURE
PHASING PLAN**



ZONING

-  R-1
-  R-2
-  CITY PARK
-  WATER
-  SANITARY

Re: 4th Reading and Public Hearing of Bill No. 2021-009 – Voluntary Annexation Petition and Zoning Application for Troy Thurman Construction Company, Inc.

Reasonable and Necessary Test

The City of Boonville received a voluntary annexation petition and zoning application from Thurman Construction Company, Inc to annex approximately 216 acres at the Northeast corner of Highway 87 and I-70 corridor, a parcel lying between two city properties, Hail Ridge golf Course and Jesse Viertel Memorial Airport, between Hwy 87 and Hwy 98. This property was formerly known as the Gross Brothers Farm. The standard that annexation initiative will be judged is as follows:

Is it fairly debatable that the proposed annexation of the property containing the 216 acres is reasonable and necessary to the proper development of the City.

Well, what is reasonable and necessary? Case law describes 12 factors to be examined

1. Boonville has a need for residential, commercial and/or recreation sites within the Troy Thurman Construction Company, Inc. development area proposed to be annexed:

- The 216 acres in this annexation initiative creates housing and recreational amenities to capitalize on its close proximity to I-70 to attract new residents who may commute to Columbia for work.
- The proposed 216-acre annexation, primarily used for residential development may encourage development on commercially zoned acreage currently along the I-70 frontage that within City limits.
- Except for Boone Point, which is just beginning construction and adding 80 homes, most existing platted residential subdivisions in Boonville are nearly full with less than 20 lots remaining and few areas of land in Boonville that are candidates for additional residential subdivision development.
- Of the approximately 5300 acres within the current City Limits, less than 700 acres or approximately 13% has potential for development. Approximately half is suitable to commercial or industrial sites. Of the remaining acreage, much of it is owned by well-established families in the Boonville area, so it may not turn over in the foreseeable future.
- While there is land available, much of what is available may be landlocked or not located close to I-70, which is seen by some as a key attribute for attracting new residents who may live in Boonville and commute to other communities, including Columbia for work.
- Additionally, the potential for new recreational development in Boonville is important. The City has constructed soccer fields in 2017 and purchased the golf course in 2016 and built the pool in 2011, but the City has not had plans to develop a new general purpose community park, i.e., Rolling Hills, Harley Park, in several decades. Since 2015, Boonville has grown out toward Hwy 87/I-70 corridor and the need for a general-purpose community park to serve this new growth area is important.

2. Boonville is unable to meet this need without annexing this new area:

- This 87 corridor represents the current and future growth of Boonville – toward Columbia. Since the proposed development is residential, this annexation has the ability to attract new residents who desire to live in a rural community but work in Columbia
- The proposed area is situated between two city owned properties and is crucial to future growth along this corridor.
- Without this annexation, continued growth along this corridor is difficult.

3. Boonville's need is reasonably foreseeable (versus visionary):

- With Kawasaki's announcement of expansion in Boonville and the creation of 270+ jobs housing is essential to capture new residents
- CMMG's has announced an expansion of 32,000 square foot and an addition of 25 more jobs at their facility as well
- As Columbia and Boone County continue to grow in educational and medical facilities, as well attracting new businesses and manufacturing in the area, Boonville will see continued growth potential for people who work in Columbia/Boone County but want to buy a house in a small-town environment with good transportation amenities and a high quality of life.
- The construction of the new Rocheport Bridge (I-70) will improve traffic flow and improve commuting options on I-70.
- As Columbia and Boone County experiences increased crime, housing cost increases and limitations on infrastructure, the City of Boonville is positioned with this annexation to grow and support home ownership in our community.
- As the ripple effects of COVID are seen, it is reasonable to believe that more people will work remotely, opening rural communities as a place for people to choose to live, rather than living where they work. Boonville is poised to capture on this option with the addition high speed internet through much of the City.

4. Boonville's past growth shows future necessity:

- Boonville's past population growth has been minimal, primarily due to limited availability of housing and economic conditions.
- Recent increased growth in the county and limited availability of housing indicates future growth opportunity.

5. Spillover in the proposed area:

- With the strategic placement of municipal infrastructure, there is a spill over benefit to the current businesses and residents of Boonville by attracting quality development over the next 10-20 years to support our local economy and provide housing opportunity for our economic growth
- Clearly, any development along I-70/Hwy 87 will help existing businesses in town by creating some new demand for them.
- Having an improved tax base will help shield residents from large shocks in our enterprise funds (i.e., water and sewer)
- Quality will beget more quality over time- so there will be general improvement in housing over time with the addition of this new residential development.

6. Beneficial effect of uniform application and enforcement of municipal zoning ordinances:

- With no zoning in the county, the application of the zoning ordinances of Boonville insure more compatible land uses for the area to be annexed as new development comes to the area.
- The zoning ordinances are designed to ensure high quality developments and well-designed infrastructure for future developments, including stormwater management, erosion control and traffic flow

7. Beneficial effect of and need for uniform application and enforcement of municipal building, plumbing and electrical codes:

- Modern codes, particularly electrical codes, are designed and enforced to ensure individual safety in residential and commercial construction
- City building codes will require modern code compliance
- Since the proposed plan is a development of 400+ residences on the 216-acre tract, regardless of being in the City or County, city codes will ensure high quality development with less likelihood of becoming a detraction or burden on neighboring properties or community resources in the future.

8. Beneficial effect of and need for extending of city police protection to the newly annexed area.

- City police staff will provide timely response and services to the area, including round the clock patrols, traffic control, response to alarms and calls, investigation of trash dumping and neighborhood watch services
- Due to its current use as agricultural ground, there has been limited need for emergency/police services at the site, however as development of 400+ homes occurs, and intensity increases, City police staff will be in a better position to respond on a timely basis to incidences in this area proximally located to the city police station and patrolling officers.
- Currently, the Cooper County Sheriff's office does not run 24/7 and as population grows in the development area through residential development, the need for 24-hour services will be necessary.

9. Beneficial effect of and need for uniform application and enforcement of municipal health ordinances:

- The biggest improvement to health that the City can provide is a high-quality sewer system that is linked to a municipal wide system.

10. Boonville's need and ability to extend essential municipal services to the newly annexed area:

- In the absence of annexation, the City lacks the ability to facilitate controlled growth supported by high quality infrastructure
- The sanitary sewer extension is nearly adjacent to the property. Some modifications will be made to the existing lift station to accommodate the development. This project and extension will be completed in time for Phase 1 development so sewer will be available onsite.
- A planned waterline extension to Hail Ridge Golf Course is already preliminarily designed, and nearly all the easements for this project have been acquired. The extension to the proposed

property can be easily accommodated. Until this project is complete, the Cooper County Public Water Supply District will supply water to the area.

- Arterial and collector roads are sufficient to provide the transportation needs into the foreseeable future.
- Pierre Lane will need some improvements to accommodate increased usage, these improvements can be timed when development and intensity necessitate.
- Water services and fire protection services provided by the respective districts can provide services to the area proposed to be annexed under service contracts with the City.

11. The enhancement of the land value by reason of its adaptability to uses by the City of Boonville

- Annexation provides new and improved infrastructure and services to this area, which increases land use options and amenities.
- A 400+ home subdivision in the city will have the benefit of sidewalks, streetlights, police service, snow removal, City water and sewer which will enhance the attraction of the development

12. Improves the regularities of Boonville's boundaries:

- The annexation continues and facilitates regularity of city limits along the east side of the Highway 87 and the southern border of the City.
- Additionally, this property is situated between two city properties, Hail Ridge and Jesse Viertel Memorial Airport.

AN ORDINANCE GRANTING A FRANCHISE TO CO-MO ELECTRIC COOPERATIVE, INC., A MISSOURI COOPERATIVE CORPORATION, TO CONSTRUCT, ACQUIRE, OPERATE AND MAINTAIN ELECTRIC FACILITIES IN THE CITY OF BOONVILLE, MISSOURI FOR A PERIOD OF TWENTY (20) YEARS, AND TO FURNISH ELECTRICITY TO THE CITY AND INHABITANTS THEREOF AND TO USE THE STREETS, ROADS, ALLEYS AND OTHER PUBLIC PLACES WITHIN THE CITY FOR SAID PURPOSES, IN ACCORDANCE WITH APPLICABLE LAW; PROVIDING AN EFFECTIVE DATE THEREFOR, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Co-Mo Electric Cooperative, Inc. (hereinafter referred to as Co-Mo) is a Missouri Cooperative Corporation organized and existing under the laws of the State of Missouri; and

WHEREAS Chapters 394 and 386, RSMo., and more specifically Sections 386.800 and 394.315, RSMo., provide that electric cooperatives of this State may provide electric services within the incorporated limits of cities, including Boonville, Missouri, in accordance with the terms and provisions of said Chapters 386 and 394, RSMo.; and

WHEREAS, the City of Boonville, Missouri may award non-exclusive electric utility service franchises for periods up to twenty (20) years; and

WHEREAS, Co-Mo desires to enter into a proposed contract, in the form as hereafter set out, by and between the City of Boonville, State of Missouri, and Co-Mo, its successors and assigns, providing for the lighting of the streets, avenues, alleys and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City according to the terms, provisions, stipulations, and agreements therein specified.

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

SECTION 1: That the proposed contract, in the form as hereinafter set out by and between the City of Boonville, Missouri, and Co-Mo Electric Cooperative, Inc., a Cooperative Corporation, its successors and assigns, providing for the lighting of the streets, avenues, alleys and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City according to the terms, provisions, stipulations, and agreements therein specified, for a term of twenty (20) years, be and the same is hereby approved and confirmed; and that the Mayor and the City Clerk of said City be and are hereby authorized and directed to execute on behalf of the City said contract in the form set out as “**Exhibit A**”, hereto attached and incorporated by reference.

SECTION 2: That the City of Boonville, Missouri does hereby grants unto Co-Mo Electric Cooperative, Inc., and its successors and assigns, the non-exclusive right, permission, authority, privilege and franchise to locate, erect, install, construct, reconstruct, maintain, repair, own, operate, manage and control within the present and future corporate limits of the City for a period of twenty (20) years from and after December 31, 2021, an electric distribution system and such facilities as may be necessary, convenient or proper in providing the City and its inhabitants with electric service as provided by law. Upon expiration of the initial twenty (20) year term the franchise will expire, subject to application by Co-Mo for, an additional non-exclusive franchise term. and further subject to written notice to the City by Co-Mo of its intent to renew such franchise with a minimum of one (1) year notice of such intent, and further subject to approval by the City Council.

This non-exclusive franchise is granted to Co-Mo in accordance with the provisions of Chapters 394 and 386, RSMo., and specifically the provisions of Sections 386.800 and 394.315, RSMo., as may be amended from time to time.

SECTION 3: That the providing of electric service by Co-Mo to the inhabitants of the City shall be subject to the provisions of the Articles of Incorporation, the By-Laws, the Rules and Regulations of Co-Mo, and the rates charged by Co-Mo shall be set by the Board of Directors of Co-Mo. Provided, further that in furnishing electric service to the inhabitants of the City, Co-Mo, as a cooperative, has the right to require that any person, firm, association, corporation or body politic or subdivision thereof must be a member of Co-Mo in order to obtain and receive electric service from Co-Mo. The customers of Co-Mo within the City shall be charged the same rates as other members of Co-Mo not located within the City of Boonville, Missouri, except for any franchise tax of the City passed on or charged to said customers.

SECTION 4: That for the purposes aforesaid, the City hereby grants and conveys to Co-Mo the right and authority to enter upon and use all of the streets, lanes, avenues, alleys, sidewalks, bridges and public grounds of the City during the franchise period that shall be necessary and reasonable for Co-Mo to provide such services.

SECTION 5: That Co-Mo shall hold the City of Boonville harmless of and from any and all liability, claims, causes of action, and actions caused by or resulting from the negligence of Co-Mo in the erection, installation, construction, maintenance, repair, operation, management or control of said electric distribution system in the City.

SECTION 6: That during the location, erection, installation, construction, maintenance, repair and operation of said electric distribution system, Co-Mo shall not unnecessarily impede public travel on the streets, lanes, avenues, alleys, sidewalks, bridges and public grounds of the City.

SECTION 7: That on or before the 15th day of each month during the aforesaid franchise period, Co-Mo shall pay the City in cash, or its equivalent, an amount equal to the franchise tax as set in City Ordinance, Chapter 10, Division 2, Section 10-91- Tax Imposed. This amount shall be the aggregate sum received by Co-Mo for gross city revenue service to residential and commercial customers and excluding industrial customers within the corporate limits of the City; and that on or before the 15th day of each month during the aforesaid franchise period, the City shall pay to Co-Mo, in cash or its equivalent, an amount equal to the charges for street lights being furnished by Co-Mo to the City for the previous month, said amount to be based upon rate schedules as set out and approved by the Board of Directors of Co-Mo.

SECTION 8: That the monthly payments to be made by Co-Mo under Section 7, above, shall be in lieu of all taxes or assessments, licenses, license taxes or license fees, occupation taxes, rental taxes or charges, or charges for police supervision, inspection or protection, except general property taxes, which the City otherwise might now or hereafter during the aforesaid franchise period be empowered to levy upon, assess against, or collect from Co-Mo, except those charges, fees taxes, or assessments, by whatever name they may be called, which may be passed on or charged to the customers of Co-Mo in the City.

SECTION 9: Co-Mo shall not sell, transfer, or assign this franchise to any person or corporation other than to one approved by the City. The City will not unreasonably withhold approval of any such sale, transfer or assignment.

SECTION 10: That if any section or part of a section of this Ordinance shall be declared null and void by a competent authority, the remaining portions hereof shall not be affected thereby and shall remain in full force and effect.

SECTION 11: That all ordinances or resolutions, or parts thereof, heretofore adopted by the City which are or may be in conflict with the terms of this Ordinance or with any of its provisions are hereby repealed.

SECTION 12: This ordinance shall take effect and be in full force from and after its passage and approval.

FIRST READING: November 15, 2021

SECOND READING: December 6, 2021

READ FOR THE SECOND TIME AND PASSED ON THIS 6TH DAY OF DECEMBER, 2021, AFTER A COPY OF THIS ORDINANCE AND EXHIBITS REFERENCED

**HEREIN HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION
FOLLOWING ITS FIRST AND SECOND READINGS.**

APPROVED AND PASSED THIS 6TH DAY OF DECMEBER, 2021

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

EXHIBIT "A"

CONTRACT FOR STREET AND OUTDOOR LIGHTING ELECTRIC SERVICE

This Agreement made and entered into by and between Co-Mo Electric Cooperative, Inc., d/b/a Co-Mo Connect, powered by Co-Mo Electric Cooperative, a Missouri Cooperative Corporation, its successors and assigns, hereinafter referred to as "Co-Mo," and the City of Boonville, Missouri, a Municipal Corporation and political subdivision of the State of Missouri, hereinafter referred to as the "City."

WHEREAS, The City has determined that the lighting of the streets, alleys and other outdoor public areas is necessary for the convenience and safety of the public and should be allowed and provided by contract with Co-Mo under the applicable laws of this State; and

WHEREAS The Cooperative is a Cooperative Corporation organized and existing under the laws of the State of Missouri; and

WHEREAS, Recent changes in the law have provided for rural electric cooperatives of this State to provide electric service within the corporate limits of certain cities, including the City of Boonville, Missouri, under the provisions of Sections 386.800, and 394.315, RSMo., and other applicable sections of Chapters 394 and 386, RSMo., if certain requirements are met; and

WHEREAS, Co-Mo desires to enter into a proposed contract, in the form as hereafter set out, by and between the City and Co-Mo, its successors and assigns, providing for the lighting of the streets, avenues, alleys and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City according to the terms, provisions, stipulations, and agreements therein specified, and as provided by law.

NOW, THEREFORE, The City does hereby award to Co-Mo this non-exclusive contract for lighting within the territorial limits of the City as they now exist or may hereafter be extended, as set out in the applicable provisions of the aforesaid statutes, which Co-Mo is now authorized to serve or may hereafter be authorized to serve, and the City agrees to pay for and Co-Mo agrees to sell and deliver said services in the manner and subject to the terms and conditions hereinafter set forth and in accordance with applicable law.

1. Street and Outdoor Area Lighting Service. Initial Street and Outdoor Area Lighting Service supplied by Co-Mo on Co-Mo's facilities or the City's facilities shall be of the type and character stipulated by the parties and in accordance with applicable codes and regulations of the City. Additional Street and Outdoor Lighting Service may be requested by the City from time to time and shall be provided pursuant to stipulations between the parties as set out in one or more written addendums to this Agreement.
2. Tariffs. All services to be provided hereunder shall be supplied by Co-Mo and paid for by the City as provided by the terms and conditions of Co-Mo's published rate schedules at the time service is provided, a current copy of which is hereto attached as Appendix 1. These tariffs may be amended as allowed by applicable rules, regulations and state law governing rural electric cooperatives.

3. Right to Install Co-Mo Facilities. The City hereby grants to Co-Mo, its successors and assigns, while engaged in the performance of Co-Mo's duties hereunder, the right and privilege to erect, maintain, repair, and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Co-Mo's efficient performance of its duties under this contract, upon, under, over, and across the streets, alleys and other public places within the territorial limits of the City, as provided by law.
4. Notice, etc. All notices, applications and requests by the City hereunder shall be in writing, signed by its authorized representative and delivered or mailed to Co-Mo addressed in the following manner, or to such other address as Co-Mo may hereafter designate in writing to the City:

Co-Mo Electric Cooperative, Inc.
P.O. Box 220
29868 Highway 5
Tipton, MO 65081

5. Term. The term of this Agreement is twenty (20) years. This contract expires on _____, 20__.
6. Agreement Binding. This Agreement shall be binding and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original to be effective _____, 20__.

CO-MO ELECTRIC COOPERATIVE, INC.,
D/B/A Co-Mo Connect Powered by Co-Mo
Electric Cooperative

By: _____
K. Eugene Eulinger, Jr., President

ATTEST:

Secretary

CITY OF BOONVILLE, MISSOURI

By: _____
Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk



VOLUME 2 OF 2

BOONVILLE
City of Boonville
Council Meeting Agenda

November 15, 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

PUBLIC HEARING 6:00 P.M. – To consider Proposed Annexation and Zoning on 216.81 Acres Along Missouri Highway 87 and Missouri Highway 98 formerly known as Gross Brothers Farm, now known as Troy Thurman Construction Co. Inc. Property.

I. Call to order – Pledge and Prayer (Michael Stock)

II. Roll call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the November 1, 2021 Council Meeting

V. Consent Items.

- a) Consider Change Order No. 1 from Insituform in the amount of <\$0.00> for Sanitary Sewer Improvements 2021

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2021-029 Amending Chapter 4 Animals and Fowl
- B) Second Reading of Bill No. 2021-030 Approving an Option for Easement Agreement with Robinson Real Estate Easement Company, LLC
- C) Fourth Reading of Bill No. 2021-009 Approving Annexation for Fox Hollow Subdivision

D) Fourth Reading of Bill No. 2021-010 Approving Project and Preliminary Site Plan for Fox Hollow Subdivision

E) Discussion of Fox Hollow Subdivision

VIII. New Business

A) First Reading of Bill No. 2021-031 Approving an Agreement with COMO Electric Cooperative Franchise Agreement

B) First Reading of Bill No. 2021-032 Approving a Development Agreement with Thurman Construction Company

C) Consider Resolution R2021-15 Approving a Temporary Lease Agreement with Fisher Concrete Co., LLC.

D) Consider Resolution R2021-16 Approving a Contract for Remsel Excavating for Boone Point Water Line Bore and Tie-in

IX. Reports of Standing Committees

A) Planning and Zoning Commission – November 9, 2021 (Whitney Venable)

X. Reports of City Officials

A) City Administrator

B) Mayor

C) City Clerk

XI. Miscellaneous

XII. Closed Session RSMO 610.021

- **(3) Personnel**

XIII. 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.

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT, REAL ESTATE SALES CONTRACT AND RELATED DOCUMENTS IN CONNECTION WITH THE DEVELOPMENT OF THE FOX HOLLOW SUBDIVISION AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS.

WHEREAS, Troy Thurman Construction Co., Inc. (the “Developer”) has filed a petition for annexation of certain property for the development of a residential subdivision to be known as “Fox Hollow;” and

WHEREAS, the Developer and the City of Boonville, Missouri (the “City”) desire to enter into an agreement relating to the construction of streets, water and sewer to accommodate the development of the subdivision and to enter into a contract relating to the City’s acquisition of approximately 15 acres of land from the Developer for use as a park adjacent to the subdivision; and

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

Section 1. Approval of Documents. The City Council hereby approves the Development Agreement (attached as **Exhibit A**) and the Real Estate Sale Contract (attached as **Exhibit B**) in substantially the forms submitted to and reviewed by the City Council on the date hereof, with such changes therein as are approved by the officers of the City executing such documents, provided that such changes are in substantial conformity with the forms of documents approved by the City Council, such officers’ signatures thereon being conclusive evidence of their approval. The City Administrator is hereby authorized and directed to execute and deliver such documents on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix or imprint the City’s seal to such documents and attest said seal.

Section 2. Appropriation of Funds for Purchase of Park. The City Council hereby appropriates the sum of \$300,000 for the purchase of the land described in the Real Estate Sale Contract.

Section 3. Further Authority. The officials and agents of the City are hereby authorized and directed to take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Development Agreement and the Real Estate Sale Contract.

Section 4. Severability. The sections of this Resolution shall be severable. If any section of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted, and this Resolution shall be amended to the extent possible to conform to the original intent of the City.

Section 5. Effective Date. This Ordinance will take effect and be in full force from and after its adoption by the City Council and approval by the Mayor.

READ FOR THE FIRST TIME: 15th DAY OF NOVEMBER, 2021.

READ FOR THE SECOND TIME AND PASSED THIS 6th DAY OF DECEMBER, 2021 BY THE
CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI.

CITY OF BOONVILLE, MISSOURI

Name: Ned Beach
Title: Mayor

[SEAL]

ATTEST:

Name: Amber Davis
Title: City Clerk

EXHIBIT A
DEVELOPMENT AGREEMENT

[On file in the office of the City Clerk.]

EXHIBIT B
REAL ESTATE SALE CONTRACT

[On file in the office of the City Clerk.]

Development Agreement

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2021, (the "**Effective Date**") between **Troy Thurman Construction Co., Inc.**, a Missouri corporation (the "**Developer**") and the **City of Boonville**, a municipal corporation under the laws of the State of Missouri, whose address is 401 Main Street, Boonville, Missouri 65233 (the "**City**"), (individually hereinafter referred to as "**Party**" and collectively hereinafter referred to as the "**Parties**").

WHEREAS, Developer is the owner of certain tracts of land in Cooper County, State of Missouri, which is adjacent to the limits of the City (and which shall be within the boundaries of the City pursuant to the Annexation and Zoning Petition as defined below) and which is described on Exhibit A to this Agreement (the "**Developer Tract**"); and

WHEREAS, the Developer has pending a petition for annexation and designation of zoning classifications with the City (the "**Annexation and Zoning Petition**") for zoning classifications as generally shown on the depiction labeled as "FOX HOLLOW ZONING WITH INFRASTRUCTURE PHASING PLAN" (the "**Zoning Plan**") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the Developer desires to construct residential housing structures on the residentially zoned portion of the Developer Tract (the "**Project**") generally in the areas shown on the Zoning Plan and in the manner as permitted by the preliminary plats and plans, including the construction and design plans (collectively the "**Plans**") created by Crockett Engineering Consultants, L.L.C. (the "**Engineer**") on behalf of the Developer to be applicable to the Developer Tract. The finalized and approved preliminary Plans shall be attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Developer intends to excavate and grade the area starting immediately west of the airport's western boundary starting at Pearre Lane extending north through Phase 1 and Phase 2 to the southernmost portion of the land to be purchased by the City for park purposes in accordance with the Plans and to "rough grade" the area upon which the City shall construct street, water line, and sidewalk improvements as shown on the Plans from the southernmost portion of Phase 1 of the Developer Tract (at Pearre Lane) through the Developer Tract extending through Phase 1 and Phase 2 to the southernmost portion of the land to be purchased by the City for park purposes; and

WHEREAS, the Developer intends to convey at no charge to the City the Street Easements necessary for the City to construct street, water, and sanitary sewer utilities improvements within the Developer Tract as shown on the Plans; and

WHEREAS, the City intends to design and construct street, sidewalk, and water line improvements, as further defined in paragraph 5 of this Agreement (the "**City Constructed Street and Water Lines**") north from Pearre Lane as shown on the Plans within the Developer Tract to serve portions of the Project as described herein and sanitary sewer improvements, as further

defined in paragraph 4 of this Agreement (the “**City Constructed Sewer**”) inside and outside of the Development Tract to serve the Project pursuant to the terms of this Agreement; and

WHEREAS, the City intends to complete construction of the City Constructed Street and Water Lines necessary for Phase 1 of the Project (as shown on the Plans) no later than June 15, 2022; and

WHEREAS, the City intends to complete construction of the City Constructed Street and Water Lines for Phase 2 of the Project (as shown on the Plans) north and to the Park Land (as defined below and as shown on the Plans) promptly following submission of a final plat for Phase 2 of the Project; and

WHEREAS, the City plans to purchase approximately 15 acres within the Developer Tract (the “**Park Land**”) from Developer in the area shown on the Plans and on the Zoning Plan labeled as “15 Acre Park” and to develop and construct park-appropriate improvements within the Park Land, as further described herein; and

WHEREAS, the City intends to complete construction of the City Constructed Sewer necessary for the Project (including any necessary improvements to a City sanitary sewer lift station west of the Developer Tract and the extension of and improvements to sewer lines from said lift station as described in paragraph 4 of this Agreement and as shown on the Zoning Plan and the Plans, including the plans of the City’s engineer in consultation with the Developer and its Engineer(s) to assure adequate capacity as referenced in the Plans) no later than June 15, 2022; and

WHEREAS, the Developer desires to begin construction grading and infrastructure work on the Project as early as the 4th calendar quarter of 2021 and to begin construction of residential structures during 2nd calendar quarter of 2022 (the “**Project Schedule**”); and

WHEREAS, the Parties acknowledge that the Developer is under no obligation to complete the Project in accordance with the Project Schedule; and

WHEREAS, it is critical for Developer to receive the assurances and protections provided by this Agreement in order to proceed with the Project according to the Project Schedule; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize certain rights and obligations with respect to implementation of the Plans together with construction and coordination of improvements within and adjacent to the Developer Tract in furtherance of developing the Project; and

WHEREAS, establishing the terms and conditions under which streets, utilities, and park land will be developed in conjunction with the Project will protect and benefit the health, safety, and general welfare of the City and is in the best interest of the public.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.**

“Affiliated Entity” means any other person directly or indirectly controlling, controlled by or under common control with, such person. For purposes of this definition, the term “control” (including the correlative meaning of the terms “controlling”, “controlled by” and “under common control with”), as applied with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such person whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no pledge of voting securities of any person without the current right to exercise voting right with respect thereto shall by itself be deemed to constitute control over such person.

“Applicable Law” means those rules, regulations, official policies, standards and specifications, ordinances and resolutions which are controlled by the City and in force and effect from time to time.

“Governmental Authority” or **“Governmental Authorities”** means any municipal governmental authority, including all executive, legislative and administrative departments and bodies thereof having jurisdiction over the Developer, the Developer Tract, or the Project.

“Governmental Requirements” means all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, renovation, demolition, development, and construction of the Developer Tract and/or Project including, without limitation, all required permits, approvals and any rules, guidelines or restrictions enacted or imposed by any Governmental Authorities.

“Street Easements” means the easements, dedicated right of way, or otherwise encumbered real estate that shall be conveyed, dedicated, or encumbered as shown on the Plans.

“Term” means the period of time beginning on the Effective Date and ending on the earlier of: (i) completion of the City Constructed Street and Water Lines and the City Constructed Sewer Improvements; or (ii) the date on which the Developer sends written notice of termination to the City.

2. **Project Development Contingency.** With respect to the use and development of the Project, the Developer’s obligations in this Agreement are contingent upon final approvals of the Annexation and Zoning Petition and the Plans in a manner that is acceptable to Developer in its sole discretion.

3. **Park Land Purchase and Development.** The City shall purchase the Park Land from the Developer pursuant to the terms substantially in the same form as the Real Estate Sale Contract (the **“Park Land Contract”**) attached hereto as Exhibit D and incorporated herein by

this reference. The City Administrator is hereby authorized to execute the Park Land Contract and to take all reasonable and necessary actions to close the purchase of the Park Land. Developer shall be responsible for requesting approvals from the Governmental Authorities to comply with the Governmental Requirements for the conveyance of the Park Land to the City. The City will provide a conceptual design for the Park improvements to the Developer prior to the construction of any improvements and will, at the Developer's request, meet with the Developer to discuss the conceptual design. The Developer shall have the right to consent to or reject the conceptual design within 30 days after presented, but any decision to reject must be commercially reasonable and the Developer's consent shall not be unreasonably withheld.

4. **Sanitary Sewer Improvements.** The City will construct the City Constructed Sewer improvements as described below in this paragraph 4 in accordance with the Plans and as identified on the Zoning Plan and in accordance with the plans of the City's engineer in consultation with the Engineer and referenced in the Plans as follows:

A. LIFT STATION IMPROVEMENTS (ITEM 4A) - No later than June 15, 2022, the City's sanitary sewer lift station located west (identified on the Zoning Plan as "LOWER LIFT STATION (ITEM 4A)" and referenced hereinafter as "(ITEM 4A)") of the Developer Tract shall be improved by the City pursuant to the Plans (as same references plans created by the City's engineer in consultation with the Engineer) such that the lift station shall be capable of serving the sanitary sewer needs of the Developer Tract as the Developer Tract is intended to be fully developed as the Project.

In conjunction with the City's improvements to said Lower Lift Station (ITEM 4A), the City shall extend and improve sewer lines from said lift station to a total of four locations, (identified on the Zoning Plan as "MANHOLE DEMARCATION M1", "MANHOLE DEMARCATION M2", "MANHOLE DEMARCATION M3", and "MANHOLE DEMARCATION M4" and each referenced herein individually as "M1", "M2", "M3" and "M4") as follows:

- (i) M1 and M2 no later than June 15, 2022 as further outlined below;
- (ii) M3 no later than June 15, 2022 as outlined below; and
- (iii) M4 no later than 180 days following submission of a final plat for Phase 2 of the Project as outlined below.

B. CITY SEWER EXTENSION (ITEM 4B) AND M1 - No later than June 15, 2022, the City shall extend and improve sewer lines from said lift station (ITEM 4A) to M1 as shown on the Zoning Plan as "CITY SEWER EXTENSION (ITEM 4B)".

C. CITY SEWER EXTENSION (ITEM 4C) AND M2 - No later than June 15, 2022, the City shall extend and improve sewer lines from said lift station (ITEM 4A) going northeast across a creek to the southwest corner of Developer Tract at M2 as shown on the Zoning Plan as "CITY SEWER EXTENSION (ITEM 4C)".

D. CITY SEWER EXTENSION (ITEM 4D) AND M3 - No later than 180 days following submission of a final plat for Phase 2 of the Project, the City shall construct and install

new sewer lines from said lift station (ITEM 4A) northeast through Hail Ridge Golf Course to M3 as shown on the Zoning Plan as “CITY SEWER EXTENSION (ITEM 4D)”.

E. CITY SEWER TO PARK (ITEM 4E) and M4 - No later than 180 days following submission of a final plat for Phase 2 of the Project, the City shall construct and install sewer lines through Development Tract (starting point being M3) northeast to the Park Land at M4 as shown on the Zoning Plan as “CITY SEWER TO PARK (ITEM 4E)”.

5. **City Street and Water Line Improvements.** The City agrees to construct the City Constructed Street and Water Lines in accordance with the Plans (including any sidewalks shown on the Plans) and as follows: (i) no later than June 15, 2022, the City shall construct the portion of the City Constructed Street and Water Lines necessary for Phase 1 of the Project (as shown on the Plans from Pearre Lane north through the Developer Tract for approximately 1500 feet and as shown on the Zoning Plan and labeled as “PHASE 1 WATER & STREET (ITEM 5A)”); and (ii) no later than June 30, 2023 the City shall construct the remaining portion of the City Constructed Street and Water Lines necessary for park entrance (as shown on the Plans consisting of approximately 1500 feet and as shown on the Plans north through the Developer Tract and to the Park Land and as shown on the Zoning Plan and labeled as “PHASE 2 WATER & STREET (ITEM 5B)”).

6. **Availability of Public Utility Services.** City and Developer acknowledge that the availability of public utility services, including without limitation, water and sanitary sewer capacity, is critical to the Project. The City has reviewed the proposed water and sanitary sewer lines and usage estimates and hereby commits that, in combination with the Developer commitments contained in this Agreement, the City will ensure there will be adequate capacity and pressure to support the Project and the intended uses set forth herein in accordance with the Project Schedule. If the Developer is not in default under this Agreement, the City will not deny Developer the ability to connect to such water and sewer lines to serve the Project. The City’s obligations in this regard shall survive termination of this Agreement.

7. **Street and Stormwater Improvements.** Developer agrees to dedicate all additional right-of-way, as shown on the Plans, to the City at no charge to the City. With respect to the construction obligations of the Parties, the City and Developer agree to coordinate activities to ensure there is no unwarranted or unreasonable disruption to the Project Schedule of the Developer. The City acknowledges and agrees that, upon completion of the City’s improvements within the Developer Tract (including without limitation the City Constructed Street and Water Lines), (i) the improvements constructed by the City shall be dedicated and accepted by the City and (ii) future maintenance of same shall be assumed by the City. During the time that the City and the City’s agents are engaged in construction activities on the Developer Tract, the City shall cause the Developer Tract and any portion thereof which may be disturbed or otherwise affected by the City’s construction activities (the “Affected Real Estate”) to be maintained in a manner that complies with all applicable federal, state or local laws, regulations, ordinances, permits or other authorizations, approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, such as are applicable to land and are related to land disturbances, erosion control, pollution, clearing, grubbing, excavating, grading or storm water, from regulatory bodies such as the City of Boonville, the Missouri Department of

Natural Resources, and the United States Environmental Protection Agency (the City's foregoing obligations hereinafter sometimes referred to as the "Storm Water Compliance Obligations"). The City shall cause the diligent performance of the Storm Water Compliance Obligations which shall include, without limiting any other obligation of the City (or the Developer as the Developer could become obligated as owner of the Affected Real Estate), performing the initial work and ongoing maintenance of the Affected Real Estate, such that the Affected Real Estate complies with all laws and regulations related to the Storm Water Compliance Obligations. Such work and maintenance shall include, as may be necessary, erecting erosion control fences, plantings, seedings, stabilization of disturbed areas, preserving existing stream channels, diverting flows from undisturbed areas away from disturbed areas, installing drainage swales, earthen diversion dikes, sediment traps, or rock check dams, protecting inlets and outlets, sodding, spreading of straw, placement of straw bales, completing erosion control and/or land disturbance plans, maintaining erosion control and/or land disturbance records, including any inspection records and logs, which is applicable to the Affected Real Estate and the City's work thereon. The City hereby agrees that it shall have "Operational Control" with respect to the Storm Water Compliance Obligations and shall be responsible for all matters of complying with such obligations with respect to the completion of the City's construction obligations within the Developer Tract. The City's obligations to provide ongoing maintenance and to perform its Storm Water Compliance Obligations with respect to the improvements constructed by the City on the Developer Tract shall end when the City shall have completed its construction obligations within the Developer Tract.

The City shall grant to Developer all necessary rights and easements for the Developer to construct and utilize two storm water basins ("Storm Water Basins") located outside the boundaries of the Project as shown on the Plans for the purpose of managing storm water from the Project. Such rights and easements shall include without limitation rights to construct storm water related facilities between the Project and the Storm Water Basins which are necessary for the Storm Water Basins to serve the storm water needs of the Project as shown on the Plans. Developer shall construct the Storm Water Basins, and associated structures and improvements necessary for the Storm Water Basins to serve the Project, in accordance with the Plans. The City shall maintain the Storm Water Basins in accordance with the City's storm water regulations in a manner that enables the Storm Water Basins to serve the storm water needs of the Project as determined by the Plans. Developer shall pay to the City \$1,000.00 per year to offset City's costs associated with maintaining the Storm Water Basins. The parties' obligations related to storm water in this paragraph shall survive termination of this Agreement.

8. **Grading.** The Developer shall perform its rough grading obligations for the area in which the City shall complete its City Constructed Street and Water Lines obligations in a timely manner such that the City can complete the City Constructed Street and Water Line obligations by the deadlines imposed by this Agreement. "Rough grade" or "rough grading" shall mean that the vertical elevation of Developer's grading shall be within 0.2 feet of the subgrade elevation shown on the Plans. The City shall promptly inspect Developer's rough grading work upon receipt of written notice from Developer (which written notice must be acknowledged in writing by the Mayor or City Administrator to be deemed delivered) that such work is ready for inspection. If the City determines that the grading is acceptable, the City shall so notify the Developer in writing. If the City fails to notify the Developer in writing of its acceptance or rejection of the grading within 5 days after receipt of written notice from the Developer, the City shall be deemed to have

accepted such work. Upon acceptance of the work by the City (whether in writing or by deemed acceptance), the Developer shall have no further obligations to construct, repair, or maintain any of such work. All testing of such work, including without limitation all testing related to materials, compaction, and density, shall be the sole responsibility of the City. Developer shall also grade land owned by the City, known as Hail Ridge Golf Course at "GRADING (ITEM 8A)" as shown on the Zoning Plan in accordance with the Plans, as same refer to grading plans created by the Engineer as approved by the City's engineer. The Developer shall meet with the City and the golf course operator to discuss grading that will adversely affect the operation of the golf course, and will not undertake grading on the golf course without the City's prior written consent.

9. **Electric Utility Preference.** To the extent that there are multiple electric service providers available to serve the Project, City agrees that Developer shall have the ability to choose which provider or providers shall serve the Project or any portion thereof.

10. **No Conflicting Enactments.** During the Term the City will not impose on the Project or Developer Tract by action of the City Council any Governmental Requirement (to the extent that the City has authority with respect to a Governmental Requirement), ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each individually, a "City Regulation" and collectively the "City Regulations") that reduces the assurances provided by this Agreement with respect to the availability of public utilities for the development, maintenance, and operation of the Project. Nothing contained herein shall prohibit the City from enacting a Governmental Requirement and imposing the same on the Project and Developer Tract for protection of the health, safety and welfare of the public in the same manner and to the same extent as imposed on the general public. During the Term, any change in the following shall not be effective as applied to the Developer Tract without the express written agreement of Developer:

- a. The land use designation or permitted use of the Developer Tract as permitted under the Annexation and Zoning Petition which would prohibit or limit the use of the Developer Tract for the Project as described in this Agreement;
- b. Limitation or control of the availability of public utilities, services or facilities for the Project as described in this Agreement;
- c. Application to the Project of any City Regulation otherwise allowed by this Agreement that is not uniformly applied to all similar types of development projects and project sites within the City boundaries; and
- d. Establish, enact, increase, or impose against the Project or Developer Tract any fees, taxes (including without limitation general, special and excise taxes), assessments or other monetary obligations other than those imposed and applied on all similar types of development projects and project sites within the City boundaries.

Nothing herein shall limit the City's authority to enact ordinances, resolutions, or otherwise pass laws or promulgate rules or regulations with regard to any matter, so long as same does not have the effect of limiting construction of the Project on the Developer Tract within the Term in substantially the same manner as set forth in this Agreement.

11. **Timing of Project Construction and Completion.** The Developer shall endeavor in good faith and with reasonable diligence to proceed with and construct the Project as described in this Agreement, but the timing, order, and rate of development shall be determined in Developer's sole discretion.

12. **Waiver.** Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other Party shall not constitute a waiver of such performance unless the Party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any Party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.

13. **Governing Law.** The laws of the State of Missouri (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

14. **Headings.** All section headings in this Agreement are for the convenience of the reader only and are not intended, nor shall they be deemed, to define or limit the scope of any provision of this Agreement.

15. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing shall be considered delivered: (a) upon personal delivery to the party to whom the notice is directed; or (b) two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this section):

To Developer: Troy Thurman Construction Co., Inc.
Attn: Troy Thurman
15400 J Hwy
Bunceton, MO 65237

With a Copy to: Robert Hollis
Van Matre Law Firm, P.C.
1103 East Broadway
Columbia, MO 65201

To City: City of Boonville
401 Main Street
Boonville, MO 65233
Attn: City Administrator

With a Copy to: City of Boonville
401 Main Street
Boonville, MO 65233
Attn: City Attorney

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, MO 63102
Attn: Mark Grimm

16. **No Adverse Inference.** This Agreement shall not be construed more strongly against one Party or the other. The Parties had equal access to input with respect to, and influence over, the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

17. **Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

18. **Jurisdiction and Venue.** Legal action concerning any dispute, claim or matter arising out of the Agreement shall be brought only in the Circuit Court of Cooper County, Missouri.

19. **Severability or Partial Invalidity.** This Agreement is to be considered in its entirety and both parties acknowledge the assurances granted herein are dependent upon each other. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, such provision shall render the entire agreement invalid and unenforceable.

20. **Gender and Number.** Pronouns and any reference to a person or persons, wherever used herein, and of whatever gender, shall include natural persons, corporations, associations, partnerships and other entities of every kind and character, and the singular shall include the plural and vice versa, wherever and as often as may be appropriate.

21. **Failure or Delay to Enforce.** No failure to exercise or delay in exercising any right hereunder on the part of any Party to this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right of such Party shall preclude any other or further exercise of such right or the exercise of any other right.

22. **Force Majeure.** Notwithstanding any provision of this Agreement to the contrary, if either Party is delayed, hindered in or prevented from the performance of any act required hereunder by reason of weather, strikes, lock-outs, labor troubles, inability to procure materials in a timely fashion, failure of power, riots, insurrection, the act, failure to act, delay in performance or default of the other Party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

23. **Priority and Recording.** This Agreement shall be recorded in the records of Cooper County, Missouri and the covenants, rights and obligations contained herein shall run with the Developer Tract. By the recordation of this Agreement, all conditions, terms and obligations of this Agreement are effective as to and binding on the Parties, their successors and assigns with the intention that this Agreement will, in addition to the Parties hereto, govern all future and subsequent owners of all or any portion of the Developer Tract unless and until this Agreement is amended or terminated in accordance with the terms hereof.

24. **Binding Effect; Assignment.** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. Either Party may assign this Agreement without the prior written consent of the other Party.

25. **Power of the City.** Notwithstanding anything set forth in this Agreement to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body. All financial obligations of the City shall be subject to future appropriation of the City in accordance with Applicable Laws and Governmental Requirements. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Governmental Requirements.

26. **Time.** Time is of the essence in this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

27. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of the City's governmental or official immunity or its officers or employees from liability or suit pursuant to Section 537.600 RSMo.

28. **Entire Agreement; Amendment.** It is agreed and understood by the Parties that this Agreement embodies the entire understanding and represents the full and final agreement among the Parties with respect to the subject matter hereof and supersedes any and all prior commitments, agreements, discussions, representations, and understandings, whether written or oral, relating to the subject matter hereof; that this Agreement may not be contradicted or varied by evidence of prior or contemporaneous written or oral agreements or discussions of the parties, or subsequent oral agreements or discussions of the parties; that there are no oral agreements among the parties, and no representations, agreements or promises not set forth herein have been made. Without limiting the foregoing, Developer acknowledges that: (i) no promise or commitment has been made to it by or on behalf of the City other than as set forth in this Agreement; and (ii) except as otherwise expressly provided herein, this Agreement supersedes and replaces any and all proposals, letters of intent and approval and commitment letters relating to the subject matter hereof, none of which shall be considered a part of this Agreement unless expressly incorporated into this Agreement. This Agreement shall be amended only in writing and effective when signed by the Parties. The exhibits attached to the Agreement are incorporated herein by reference.

29. **Representatives Not Personally Liable.** No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

30. **Consents.** Whenever the consent or approval of either Party is required under this Agreement, such consent shall not be unreasonably withheld or delayed.

31. **Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which together constitute but one and the same document.

32. **Remedies.** The terms and conditions of this Agreement shall be enforceable by equitable remedies, and Developer and City stipulate and agree that the damages which would be suffered in the event of a breach of the terms and conditions of this Agreement would be substantial, but would not be capable of valuing in terms of money or monies worth. Accordingly, Developer and City may enforce the terms and conditions of this Agreement by the equitable remedies of injunction or specific performance. If City fails to comply with or defaults under any obligations set forth in this Agreement, then following written notice from Developer to City and a reasonable period of time (no less than fifteen (15) business days and no greater than sixty (60) calendar days) for City to cure such failure or default Developer may (but shall not be obligated to) cure such failure at Developer's sole cost and expense, and City shall, upon demand, pay to Developer all reasonable costs incurred by Developer in curing such failure together with interest at a rate equal to the lesser of ten percent (10%) per annum or the maximum lawful rate from the date so paid until fully reimbursed.

33. **Indemnification.**

(a) City hereby agrees, to the extent permitted by law, to indemnify, defend, and to hold harmless the Developer (and any and all of its affiliates, and their respective directors, stockholders, members, managers, trustees, beneficiaries, officers, employees, agents, engineers, attorneys, tenants, guests, invitees, consultants, representatives, successors, transferees and assigns (collectively, the "Developer Indemnified Parties")) from any and all Damages (as defined below) arising from any and all claims of any kind or nature (including, without limiting the foregoing, damages and claims resulting from death, personal injury, property damage, or any violation of any law, statute, ordinance, order, rule or regulation) that may arise by reason of any negligence or intentional acts on the part of City, the City's contractors or other contractors or subcontractors employed by such contractors or City, and their respective agents, servants, employees and independent contractors ("City Agents"), in connection with performance of the work required of the City by this Agreement. Additionally, without limiting the foregoing, City hereby agrees, to the extent permitted by law, to indemnify and defend the Developer Indemnified Parties and to hold the Developer Indemnified Parties harmless from and against the claims of any subcontractors, material suppliers or others asserting mechanics' liens against and of the property within the boundaries of the Developer Tract arising out of any wrongful failure on the part of City or the City Agents to pay any sums due the claimant or any claims brought against the Developer Indemnified Parties arising out of or relating to any of the work contemplated herein. City's obligations to indemnify and defend the Developer Indemnified Parties hereunder shall apply

unless it shall be ultimately determined by a final judicial decision from which there is no further right to appeal that the Developer Indemnified Parties are not entitled to indemnification hereunder. Further, in the event that it is ultimately determined by a final judicial decision from which there is no further right to appeal that a portion of the fault is attributable to the Developer Indemnified Parties, City's obligations on the indemnity will be proportional to the proportional fault of the City (including the City Agents) and the Developer Indemnified Parties.

(b) The Developer hereby agrees to indemnify, defend, and to hold harmless City (and any and all of its officers, employees, agents, engineers, attorneys, tenants, guests, invitees, consultants, representatives, successors, transferees and assigns) from any and all Damages (as defined below) arising from any and all claims of any kind or nature (including, without limiting the foregoing, damages and claims resulting from death, personal injury, property damage, or any violation of any law, statute, ordinance, order, rule or regulation applicable to political subdivisions of the state of Missouri) that may arise by reason of any negligence or intentional acts on the part of the Developer, the Developer's contractors or other contractors or subcontractors employed by such contractors or Developer, and their respective agents, servants, employees and independent contractors, in connection with performance of the work required of the Developer by this Agreement.

(c) "Damages" shall mean any and all lawsuits, claims, actions, injuries, damages (including, but not limited to, punitive, consequential and exemplary damages), losses, fines, liens, penalties, sanctions, deficiencies, judgments, awards, costs, expenses (including, without limitation, reasonable fees, disbursements, and costs of attorneys, accountants, experts and investigators), settlement payments, liabilities, remediation expenses, corrective action costs, and other obligations, including, without limitation, property damages and bodily or personal injuries, illnesses and deaths (whether or not such injury is physically manifest, or emotional in nature without any attendant physical manifestation of such injury), and in each case regardless of whether such matters are groundless, fraudulent or false.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE
PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

City of Boonville, Missouri ("City")

By: _____
Kate Fjell, City Administrator

Attest:

By: _____
_____, City Clerk

Troy Thurman Construction Co., Inc.
("Developer")

By: _____
Troy Thurman, President

State of Missouri)
) ss.
County of Cooper)

On this _____ day of December, 2021, before me personally appeared Kate Fjell, who, upon her oath and upon being duly sworn, did state, affirm, and acknowledge that she is the City Administrator of the **City of Boonville, Missouri** and that she has executed this document on behalf of said City as the free act and deed of said City, and that she is duly empowered by said City to execute this document on said City's behalf.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.

_____, Notary Public
Commissioned in _____ County, MO

My commission expires _____.

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 2021, before me personally appeared Troy Thurman, President, who upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is an authorized agent of **Troy Thurman Construction Co., Inc.**, that he executed the foregoing on behalf of said company, as the free act and deed of said company, and pursuant to the authority vested in him to execute the foregoing by the company, that the foregoing is binding in all respects upon said company, and that said company is duly empowered to enter into the foregoing.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.

_____, Notary Public
Commissioned in _____ County, MO

My commission expires _____.

Exhibit A

Developer Tract

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

Zoning Plan

Exhibit C

The Plans

Exhibit D

Park Land Contract

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (“**Contract**”) is made as of December ___, 2021 (the “**Effective Date**”) by and between

TROY THURMAN CONSTRUCTION CO., INC., a Missouri corporation

Attn: Troy Thurman

15400 J Hwy

Bunceton, Missouri 65237

(“**Seller**”) and

CITY OF BOONVILLE, a municipal corporation under the laws of the state of Missouri

401 Main Street,

Boonville, Missouri 65233

(“**Buyer**”).

AGREEMENTS:

1. The Property. Seller is the owner of the following property (the “**Property**”): (a) the parcel of real property, together with Seller’s rights to any land situated in any adjacent street or other right-of-way, located in Cooper County, Missouri, more particularly described on **Exhibit A** attached to this Contract; (b) any improvements located on the Property; (c) any equipment and other personal property (both tangible and intangible) located in or on or related to the real property or improvements; and (d) all other rights, privileges and appurtenances owned by Seller and in any way related to the Property.

2. Sale of Property. In consideration of the Purchase Price (defined below), and subject to the terms and conditions set forth in this Contract, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller.

3. Reservations and Exceptions. The general warranty deed to be delivered by Seller at closing will contain a covenant, restricting the use of the property enforceable by the Seller corporation, as well as a reservation by the Seller corporation of a right of first refusal, all as stated in the form of deed attached as **Exhibit B** to and by this reference incorporated into this Contract (the “**Deed**”). Otherwise the Property will be conveyed to Buyer subject only to the Permitted Exceptions (defined below) and zoning ordinances.

4. Purchase Price. The purchase price (the “**Purchase Price**”) for the Property is **\$300,000.00**, which Buyer will pay, subject to credits, prorations and adjustments set out below, in cash or current funds at Closing (defined below).

5. Closing. The consummation of this transaction (the “**Closing**”) will occur, subject to the terms and conditions of this Contract, on January 18, 2022 (the “**Closing Date**”).

6. Real Property Taxes. Seller will pay all taxes, general and special, and all assessments, which are a lien on the Property and can be paid as the Closing Date, except that all general state, county, school and municipal taxes (exclusive of rebates, penalties or interest) for 2021 will be prorated between Seller and Buyer, on the basis of the calendar year 2021, as of the Closing Date. If the amount of any such tax to be prorated cannot be ascertained, proration will be computed on the amount thereof for the preceding year, and when the actual amount of the tax becomes available, Buyer or Seller, as the case may be, will pay the other the amount by which the obligation for taxes is greater than the amount obtained by basing prorations on the previous year.

7. Sales and Transfer Taxes. Seller will be liable for and will hold Buyer harmless against all sales taxes, transfer taxes, documentary stamps and similar taxes arising from the operation of the Property prior to the Closing or from the transactions contemplated by this Contract.

8. Brokerage Fees. Each party represents to the other that it has had no dealing with any broker or agent with respect to the transaction contemplated herein, which would result in an obligation to pay brokerage fees or commissions arising from this transaction.

9. Other Expenses. Escrow or closing charges by the Title Company will be shared equally by Seller and Buyer. All expenses not otherwise provided for in this Contract will be paid by the party incurring the expense.

10. Title Insurance. Seller will, at Seller's sole cost and expense, furnish Buyer an ALTA 2006 Owner's Title Insurance Policy in the amount of the Purchase Price from **MONARCH TITLE COMPANY**, 515 E Morgan Street, Boonville, Missouri 65233, Phone: (660) 882-2888, a title company authorized to issue title insurance in Missouri (the "**Title Company**"), insuring Buyer's title to the Property as of the Closing Date. The Seller will within 5 days from the Effective Date, deliver to Buyer a commitment for the policy (the "**Commitment**"), together with legible copies of all documents referenced in the schedules to the Commitment. If the Commitment is not satisfactory to Buyer in its sole and absolute discretion, Buyer will advise Seller of the Buyer's objections within 10 days after Buyer receives the Commitment, copies of the documents referenced in the schedules to the Commitment and the survey required by Section 11 below. Seller will remedy any matters to which Buyer objects and will, at least two days before Closing, have delivered to Buyer and to Buyer's counsel a revised Commitment reflecting that such remedy has been effected. If Seller is unable to deliver the policy of title insurance as required by this Section 10, Buyer will have the option either (a) to elect to accept such policy of title insurance as Seller is able to deliver; or (b) to elect to terminate this Contract, and upon such termination, any money deposited by Buyer with Seller, the Title Company or any other escrow agent with respect to the Purchase Price (a "**Deposit**") will be returned to Buyer within 5 days after the termination, and neither party will have any further obligation under this Contract, other than for matters that survive termination under the express terms of this Contract. Any matters disclosed by the Title Policy acceptable to Buyer will be deemed permitted exceptions (the "**Permitted Exceptions**").

11. Survey. Seller will provide to Buyer a boundary survey of the Property, which survey shall meet the minimum standards for a "property boundary survey" under Missouri law, no later than December 31, 2021.

12. Seller's Representations. Seller represents, warrants and agrees as follows:

A. Seller has complete and unrestricted power and authority to enter into, execute, deliver, perform and consummate this Contract, and this Contract constitutes the valid and binding obligation of Seller.

B. There are no leases, contracts, agreements or commitments affecting the Property, or conveying or transferring any interest in the Property, or affecting the use of the Property which extend beyond the Closing Date.

C. Seller has no knowledge of any violation by Seller or the Property of any law, order, regulation, restriction or requirement relating to the Property or its occupancy or operation. Seller has no knowledge of any claim, suit, action or legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning or building ordinances, affecting the Property, pending or threatened, other than matters or proceedings pending with Buyer in Buyer's capacity as a municipality.

D. Seller will deliver the Property to Buyer at Closing in the same condition as on the Effective Date, subject only to normal wear and tear.

E. From the Effective Date to and including the Closing Date, Seller will not, without the prior written consent of Buyer in each instance, enter into any contracts, agreements or commitments with respect to the Property which will survive the Closing Date.

13. Buyer's Representations. Buyer hereby represents and warrants that it has the right, legal capacity, and power to enter into this Contract; to purchase the Property from Seller pursuant to the terms and provisions of this Contract; and to perform its other obligations under this Contract.

14. Documents to be Delivered by Seller. Seller will within ten (10) days after this Contract is signed by both Seller and Buyer, deliver to Buyer the following:

- A. A list and true and complete copies of any contracts, agreements and commitments affecting the Property or its ownership, management or operation;
- B. True and complete copies of any licenses, permits and approvals issued by governmental authorities having jurisdiction of the Property or its operation.
- C. True and complete copies of any environmental reports pertaining to the Property that are in Seller's possession or control.

15. Review Period. For a period extending until January 7, 2022 (the "**Review Period**"), Buyer may do the following:

- A. Review such documents and make, or cause to be made by agents or contractors of Buyer's choosing, any and all physical inspections of the Property.
- B. Conduct Environmental Assessments (as defined below).

Seller agrees to make the Property available to Buyer and its agents, employees and contractors during the Review Period for such inspections. If Seller fails to deliver, within the required time, the documents and materials required to be submitted to Buyer in Section 14 above, the Review Period will be extended by the number of days between the required date and the actual date of such delivery. If, in Buyer's sole discretion, based upon the results of Buyer's review, inspections, or requests, or any Environmental Assessments (as defined below), or for any other reason, Buyer determines that the Property is unsatisfactory to Buyer, Buyer may by written notice to Seller within the Review Period, or within 5 days thereafter, terminate this Contract, and upon such termination, any Deposit will be returned to Buyer within 5 days after the termination and neither party will have any further rights or obligations under this Contract, other than for matters that survive termination under the express terms of this Contract. If Buyer does not terminate this Contract by such notice within the Review Period, this Contract will remain in full force and effect in accordance with its terms.

16. Environmental Matters.

A. Environmental Compliance. "Environmental Laws" shall be defined as Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Federal Water Pollution Control Act and all other federal, state and local laws relating to pollution or protection of the environment, including, without limitation, laws relating to emissions, discharges, releases or threatened releases of Hazardous Materials (defined below) into the environment (including without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (defined below). "**Hazardous Materials**" shall be defined as industrial, toxic or hazardous substances or wastes or other pollutants, contaminants, petroleum products or chemicals. Seller represents and warrants that:

- 1. To Seller's knowledge, there are no polychlorinated biphenyls (PCBs) or asbestos generated, treated, stored, disposed of, or otherwise deposited in or located on the Property and there are no underground storage tanks located on the Property;

2. To Seller's knowledge, there has been no "release" as defined in 42 U.S.C. 9601(22) or, to the knowledge of Seller, threat of a "release" of any Hazardous Materials on, from or under the Property;
3. Seller has not received any notice that Seller has any potential liability with respect to response action or the cleanup of the Property or any parcel contiguous to the Property at which Hazardous Materials have been generated, treated, stored, discharged, released, emitted or disposed of and to the knowledge of Seller, there are no past, present or future events, conditions or circumstances which may interfere with or prevent compliance or continued compliance by Seller, or Buyer's intended use of the Property for park purposes, in accordance with the Environmental Laws, or that otherwise would form the basis of any claim, action, demand, suit, proceeding, hearing, notice of violation, study or investigation, based on emission, discharge, release or threatened release into the environment, of Hazardous Materials in, on or near the Property.

The representations and warranties contained in this Section shall survive the Closing Date.

B. Environmental Assessments. Buyer shall have the right to have access to the Property during the Review Period to enable an independent environmental consultant chosen by Buyer to inspect, audit and test the Property for the existence of environmental conditions and violations of environmental laws ("**Environmental Assessments**"). Buyer may perform soil, air and groundwater sampling and testing. The scope, sequence and timing of the Environmental Assessments shall be at the sole discretion of the Buyer. The cost of the Environmental Assessments shall be borne by Buyer. Buyer may terminate this Agreement, as provided in Section 15, if the Environmental Assessments reveal or, if at any time prior to the expiration of the Review Period, Buyer otherwise becomes aware of the existence of any environmental condition or violation of an environmental law which Buyer is unwilling to accept, in Buyer's sole and subjective discretion.

17. Survival. All representations, warranties, covenants, agreements and obligations made or incurred by either party to the other in or pursuant to this Contract will be deemed to be remade on the Closing Date and will survive the Closing regardless of any investigation made by or on behalf of either of them.

18. Closing. If all conditions to Closing have been satisfied or waived by the party intended to benefit from the condition or conditions, the obligations of Seller and Buyer to be performed prior to Closing have either been performed or waived by the party intended to benefit from the performance of the obligation, and Seller's and Buyer's representations, warranties, and agreements in this Contract remain true and correct, then Closing will take place as follows:

A. Seller will deliver to Buyer at the office of the Title Company: (1) the Deed conveying good and marketable fee simple title to the Property free and clear of all liens, claims and encumbrances other than those approved by Buyer in this Contract or by the terms of this Contract; (2) if any of the Property is personal property, a bill of sale, conveying that portion, with full warranties of title, free and clear of any liens, claims and encumbrances other than those approved by Buyer; (3) such other instruments (such as but not necessarily limited to affidavits and settlement statements) as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract; and (4) original copies of all documents referred to in Section 14, which are in Seller's possession; and will perform any other obligations required to be performed by Seller under the terms of this Contract to close this transaction

B. Buyer will (1) pay the Purchase Price (subject to credits, prorations and adjustments, as provided in this Contract); (2) deliver such instruments (such as but not necessarily limited to

affidavits and settlement statements) as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract; and (3) perform any other obligations required to be performed by Buyer under the terms of this Contract to close this transaction.

Buyer may deliver the Purchase Price to the Title Company to be held under instructions that the funds due Seller not be delivered to Seller unless and until the Deed is ready for recording and the Title Company is ready, willing and able to issue and deliver to Buyer the title insurance policy as required by the terms of this Contract. Concurrently with Closing, Seller will deliver possession of the Property to Buyer.

19. Remedies for Seller's Default. If Seller defaults in the performance of any of its covenants under this Agreement and fails to cure such default within 10 days after notice thereof from Buyer to Seller, then Buyer may elect to: (a) terminate this Agreement, in which case any Deposit will be returned to Buyer within 5 days after the termination, or (b) pursue any rights and remedies available to Buyer at law or equity, including obtaining specific performance of Seller's obligations under this Agreement plus recovery of all Buyer's costs and expenses in connection with such default.

20. Remedies for Buyer's Default. The parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that \$15,000 represents as fair an approximation of such actual damages as the parties can now determine, if Closing does not occur by reason of a default by Buyer under the terms of this Contract. Therefore, Seller's sole and exclusive right and remedy upon Buyer's default will be to accept \$15,000 as liquidated damages in full satisfaction of all of Buyer's obligations under this Contract. Without limiting the generality of the preceding sentence, Seller will not be entitled to specific performance of this Contract.

21. Damage or Destruction. The risk of loss will be borne by Seller until the time of Closing.

22. Notices. Any notice, demand or other communication required or permitted to be given to either party under or with respect to this Contract will be in writing, and will be deemed made when actually received or, regardless if received or not, on the second business day after having been deposited in the United States mail, registered or certified mail, return receipt requested, addressed to the respective party at the addresses set forth below, or at such other address as either party may in the future provide by written notice to the other party delivered in accordance with the terms of this Section:

If to SELLER:

Troy Thurman Construction Co., Inc.
15400 J Hwy
Bunceton, MO 65237
Attn: Troy Thurman

With a Copy to:

Van Matre Law Firm, P.C.
1103 East Broadway
Columbia, MO 65201
Attn: Robert Hollis

If to BUYER:

City of Boonville
401 Main Street
Boonville, MO 65233
Attn: City Administrator

With a Copy to:

City of Boonville
401 Main Street
Boonville, MO 65233
Attn: City Attorney

and to:

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, MO 63102
Attn: Mark Grimm

23. Merger. This Contract contains a complete and exclusive statement of all the arrangements between the parties, and all prior negotiations and agreements between the parties are superseded by this Contract.

24. Choice of Law. This Contract is a Missouri contract and will be governed, construed and interpreted in accordance with the laws of the State of Missouri.

25. Extension of Performance. If the final day of any period or any date of performance under this Contract falls on a date which is not a business day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a business day.

[Remainder of page intentionally left blank.]

SIGNATURES:

Buyer has executed 4 copies of this Contract on December 8, 2021. If Seller does not date, execute and return 2 fully executed original copies of this Contract to Buyer by 5:00 p.m., December 10, 2021, this Contract, and Buyer's signatures on this Contract, will be null and void.

SELLER

TROY THURMAN CONSTRUCTION CO., INC.

BUYER

CITY OF BOONVILLE

By: _____
Troy Thurman, President

Dated:

By: _____
Kate Fjell, City Administrator

Dated:

EXHIBIT A
Legal Description

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

COMMENCING AT THE MOST SOUTHEAST CORNER OF SAID DEED OF TRUST, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE FOR PEARRE LANE IN SECTION 8, TOWNSHIP 48 NORTH, RANGE 16 WEST, LEA YING THE SAID NORTH RIGHT OF WAY LINE AND WITH THE EAST LINE OF SAID TRACT, SAID LINE BEING THE WEST LINE OF A TRACT OF LAND DESCRIBED IN CONDEMNATION CASE NO. CV198-34CC, N 4°45'35"E, 1505.88 FEET; THENCE LEAVING SAID WEST LINE OF SAID TRACT AND WITH THE NORTH LINE OF SAID TRACT, S 85°14'10"E, 512.60 FEET TO THE EAST SECTION LINE OF SAID SECTION 8; THENCE LEA YING SAID NORTH LINE AND WITH SAID EAST SECTION LINE, N 1 °23 '45"E, 1 092.20 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEA YING SAID EAST LINE OF SAID SECTION 8, N 88°36'15"W, 412.06 FEET; THENCE N 12°38'35"E, 264.95 FEET; THENCE N 24°50'20"W, 332.70 FEET; THENCE N 38°16'45"W, 392.07 FEET; THENCE N 12°01 '50"E, 167.75 FEET; THENCE N 65°01 '20"E, 791.55 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE WITH SAID EAST LINE, S 0°36'10"W, 1274.22 FEET TO THE NORTH EAST CORNER OF SAID SECTION 8; THENCE WITH THE EAST LINE OF SAID SECTION 8, SI 023'45"W, 102.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.22 ACRES.

EXHIBIT B

Form of Deed

MISSOURI GENERAL WARRANTY DEED

THIS INDENTURE, dated December ___, 2021, by and between

Grantor:	TROY THURMAN CONSTRUCTION CO., INC. , a Missouri corporation 15400 J Hwy Bunceton, Missouri 65237
and	
Grantee:	CITY OF BOONVILLE, MISSOURI 401 Main Street, Boonville, Missouri 65233

WITNESSETH, That Grantor, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by Grantee (the receipt and sufficiency of which are hereby acknowledged), does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM to Grantee, and Grantee's successors and assigns, the real estate in Cooper County, Missouri, described as follows (the "**Land**");

See **EXHIBIT A** attached to and by this reference incorporated into this deed;

SUBJECT TO: (a) easements, restrictions, reservations, and declarations of record, if any, and (b) taxes and assessments, general and special, not now due and payable.

Further, this conveyance by Grantor is made subject to a restriction (the "**Restriction**") that the Land may be used solely for Park Purposes, meaning a tract of land for recreation and enjoyment, with such improvements as Grantee may in its discretion make to facilitate the Land's use as a park; provided that park purposes shall not include (1) tracks for motorized vehicles or shooting ranges; (2) loud concerts or other similarly loud activities that would reasonably be disturbing to residents of the adjoining subdivision; (3) golf courses, fairgrounds, swimming pools, parking garages, stadiums, or community buildings; nor (4) any airport facilities for Grantee's adjoining airport. The Restriction shall be binding on the Grantee and its successors and assigns and may be enforced only by an injunction action by Grantor and its successors by merger or acquisition.

Further, Grantor reserves unto Grantor and its successors by merger or acquisition, a right of first refusal (the "**Right of First Refusal**") upon the following terms and conditions: If at any time or from time to time, Grantee, or its successors or assigns, is willing to accept a bona fide offer to purchase the Land, or portion thereof, Grantee shall notify Grantor in writing of the purchase price and the other material terms and conditions of the offer made to it and the identity of the proposed purchaser, and Grantor shall have the right to purchase the Land (or the portion thereof) upon the terms and conditions in such offer (except that (a) if all or part of the consideration is other than cash then in lieu thereof Grantor may pay an equivalent amount in cash and (b) the closing date shall be as stated below) by giving Grantor written notice and specifying the place and date of closing, which date shall be no earlier than 30 days, nor later nor later than the later of sixty 60 days after the date of Grantee's notice to Grantor, or the date specified in the offer. If Grantor fails to notify Grantee of its election within 15 days after the date of Grantee's notice to Grantor, Grantee shall have the right to sell the Land (or the portion thereof) to said proposed purchaser upon the terms and conditions contained in the notice to Grantor. Any such sale shall be subject to the terms of this deed including the Restriction (which shall remain in full force and effect regardless of any conveyance from Grantee to any third party), except that this Right of First Refusal shall, upon Grantor's failure to exercise such right and Grantee's subsequent sale of the Land (or the portion thereof) to the prospective purchaser set forth in Grantee's notice to Grantor of the terms and

conditions contained therein, terminate and become null and void and of no further force and effect as to that portion of the Land (or all the Land, if all is sold).

The Grantor corporation (or its successor by merger or acquisition) may, without the joinder of any other party, consent, waive, modify, subordinate or terminate the Restriction or the Right of First Refusal, at the request of and by written agreement with Grantee, its successors and assigns, which will be effective whether or not recorded. At such time as Grantor or a successor by merger or acquisition no longer exists, the Restriction and the Right of First Refusal will be null and void, and of no further effect.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee and Grantee's successors and assigns forever; Grantor covenanting that Grantor is seized of an indefeasible estate in fee in the premises; that Grantor has good right to convey the same; that the premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as provided above; and that Grantor will warrant and defend the title to the premises to Grantee and to Grantee's successors and assigns forever, against the lawful claims and demands of all persons, except as provided above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed the date written above.

TROY THURMAN CONSTRUCTION CO., INC.

[SEAL]

ATTEST:

By _____
Troy Thurman, President

By _____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF COOPER)

On this ____ day of December, 2021, before me, the undersigned, a Notary Public in and for said State appeared **Troy Thurman**, to me personally known, who being by me duly sworn did say that he is the President of **TROY THURMAN CONSTRUCTION CO., INC.**, a Missouri corporation, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commission No. _____

My commission expires:

RESOLUTION NO. R2021-15

A RESOLUTION OF THE CITY OF BOONVILLE, AUTHORIZING A COMERCIAL LEASE AGREEMENT WITH FISHER CONCRETE SERVICES, LLC TO CONSTRUCT AND OPERATE A TEMPORARY CONCRETE PLANT AT HAIL RIDGE MAINTENANCE SHED LOT, HWY 87, BOONVILLE, MISSOURI.

WHEREAS, Fisher Concrete Service, LLC, through its' representative, Jim Jackson approached the City about leasing the former concrete plant grounds on Hwy 87 near the maintenance shed for Hail Ridge Golf Course as a temporary concrete plant location; and

WHEREAS, this temporary location will enable Fisher Concrete Services to better provide concrete material for the Rocheport Bridge Project; and

WHEREAS, the proposed location and temporary plant can be accommodated with minimal disruption to the golf course operations; and

WHEREAS, the City utilizes the local concrete company and can benefit from a credit on concrete as a result of this lease.

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

SECTION 1: That the lease agreement between **Fisher Concrete Services, LLC** and the City of Boonville, hereto as **Exhibit A**, is approved.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute, and attest said lease agreement on behalf of the City of Boonville.

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

Passed this 15th Day of November, 2021, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

COMMERCIAL LEASE AGREEMENT

This Lease, made and entered into as of the ____ day of _____, 2021, by and between The City of Boonville, Missouri, a Municipal Corporation, whose principal office is located at 401 Main Street, Boonville, Cooper County, Missouri, hereinafter called LESSOR, and Fisher Concrete Services, LLC, a Missouri Limited Liability Company, whose principal office is located at 2300 Clinton Rd, Sedalia, Pettis County, Missouri, hereinafter called LESSEE.

WITNESSETH:

WHEREAS, LESSOR is the owner of certain commercial real estate situated on Missouri Route 87 just north of Interstate Highway No. 70, Boonville, Cooper County, Missouri, more particularly described on Exhibit "A", hereto attached and incorporated by reference: and

WHEREAS, LESSEE is the owner and operator of a concrete plant in Boonville, Missouri, known as Boonville Ready Mix.

WHEREAS, LESSOR and LESSEE wish to enter into a lease arrangement whereby the LESSEE agrees to lease the property described on Exhibit "A" as hereinafter set out.

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

1. **Premises**. That LESSOR, for and in consideration of the rent, covenants, agreements, and conditions hereinafter mentioned to be kept and performed by LESSEE, has this date rented, demised and leased, and by these presents does DEMISE, LEASE and LET unto LESSEE, and LESSEE does rent the aforesaid property located on Missouri Route 87 and more particularly described on Exhibit "A", together with the right of ingress and egress thereto.

2. **Term and Consideration**. TO HAVE AND TO HOLD for a term of Twenty-four (24) months beginning as of the ____ day of _____, 20__, at a monthly rental amount of Two Thousand and 0/100 (\$2,000.00) Dollars, payable in advance in monthly rental payments, beginning _____, 20__, with a like amount to be paid on or

before the first day of each succeeding month thereafter during the term of this Lease. Said payments shall be made at the business address of the LESSOR in Boonville, Cooper County, Missouri, or at such other place or places as the LESSOR may designate in writing. PROVIDED, HOWEVER, the parties hereby stipulate and agree that the LESSOR may, at LESSOR'S option, elect to exchange receipt of the monthly rental payments and to receive instead a like value from the LESSEE in concrete product to be used for City construction projects. The value shall be determined by LESSEE using the price charged to LESSEE's other customers for a similar quantity and distance. In this regard, the LESSEE agrees to credit the LESSOR'S business account for the amount of monthly rental payments due under this Lease, to be used toward the value of concrete for City construction projects. The LESSOR agrees to notify the LESSEE at the time this Lease is executed, and every six (6) months thereafter, whether it intends to exercise the option to exchange rental payments for concrete product.

It is understood and agreed that following the expiration of the initial lease term, the LESSEE shall have the option and right to renew this Lease for one (1) additional period of one (1) year by giving LESSOR written notice of such intent to extend the Lease not less than sixty (60) days prior to the expiration of the original lease term. Failure to provide such notice in a timely manner shall render this option void. In the event the LESSEE shall exercise its renewal option in a timely manner, it is understood and agreed that the rent shall be subject to renegotiation for such renewal period. Such negotiations shall be conducted in good faith by the parties. In this regard, the rent may be increased up to a maximum of Five (5%) Percent for such renewal period, taking into consideration other factors deemed pertinent by the parties.

3. **Possession.** LESSOR agrees to deliver to LESSEE and LESSEE agrees to accept possession of the demised premises as of _____, 20__, with respect to the beginning of the lease term. Notwith-standing the actual date when this Lease is executed, the parties expressly stipulate and agree that the provisions of this Lease, including the indemnification provisions herein contained, shall apply from the time of possession and the LESSEE shall be bound from that time.

It is understood and agreed that during the term of this Lease, the LESSOR hereby reserves, and the LESSEE grants the LESSOR the privilege and right to enter upon and over the leased premises in order to access certain utilities owned by the City of Boonville on adjacent property for purposes of maintenance and repair thereof. In this regard, the LESSOR shall make every reasonable effort not to disturb or disrupt the business operations of the LESSEE on the leased premises.

4. **Taxes**. The LESSOR shall be responsible for all real estate taxes and assessments on the leased premises during the term of the lease.

5. **Fire and Casualty Insurance**. It is understood and agreed that the leased property that is the subject of this Lease is unimproved property, but the LESSEE intends to erect or construct a temporary concrete plant thereon (which shall be LESSEE's property), which shall remain during the term of this Lease. In this regard, The LESSEE shall maintain in full force and effect from the time such structure is erected, and during the term of this Lease, fire and casualty insurance coverage on the improvements constructed on the leased premises by the LESSEE. The LESSEE shall further provide at its expense, and maintain in full force and effect during the term of this Lease, fire and casualty insurance coverage on all business equipment, furnishings and inventory used in the business of Fisher Concrete Services for the reasonable insurable replacement value thereof, under a standard broad form, all-risk policy of fire and casualty insurance. Maintenance of such insurance policy shall serve to release LESSOR and its respective agents, servants, and employees, from all claims, actions, and causes of action arising out of any damage to or destruction of the building, contents, or business property of the LESSEE caused by fire or other casualty. It is expressly understood and agreed that in the event of fire or casualty loss during the term of this Lease, all insurance proceeds on the building structure, contents and business equipment shall be paid to the LESSEE.

6. **Use of Premises**. The demised premises may be used by LESSEE only for the following purposes:

- (a) For purposes of operating a concrete business; or

(b) For any use reasonably similar to the use described above in subparagraph (a); or

(c) For any other reasonable use to which LESSOR shall consent, in advance and in writing, provided, however, that such consent shall not be arbitrarily, unreasonably, or capriciously withheld.

LESSEE agrees to comply with all Federal, State, and Municipal laws, ordinances, orders, rules and regulations now or hereafter in force affecting the premises or use thereof. LESSEE agrees not to conduct in, or permit the use of the premises or any part thereof for, any illegal or improper purpose; not to do or permit injury to or defacing of the premises or building of which the premises are a part; not to permit anything on or about the premises that would make void or voidable any insurance now or hereinafter obtained on the premises, or such building, or the contents thereof.

7. **Acceptance.** By entering on said premises, LESSEE shall be held to have acknowledged that LESSEE has examined and knows the condition of the premises at such time and has received the same in good condition and repair and that no representations as to the condition or repair thereof have been made by LESSOR or any agent of the LESSOR prior to or at the execution of this Lease that are not in writing or herein set forth.

8. **Alterations, Repairs and Maintenance.** LESSEE shall have the right to make such alterations to the temporary structure it plans to erect on the leased premises necessary or convenient to conduct LESSEE'S business as will not be detrimental to the adjacent property. LESSEE agrees to take good care of the premises and to maintain and keep in good repair the interior and exterior thereof. LESSEE agrees to keep the premises free from danger of fire, and any nuisance; and to return the premises at the termination of this Lease in as good and clean condition as

when

received by LESSEE, usual wear and tear, destruction by fire, governmental authority, and providential destruction excepted.

All temporary structures, additions, improvements and alterations thereto shall be

maintained and repaired at the sole expense of the LESSEE, and at the end of the term hereof or any extension thereof, such items shall remain the exclusive property of the LESSEE and may be removed by the LESSEE prior to the end of this Lease.

PROVIDED, HOWEVER, that LESSEE makes any and all repairs to the leased premises caused by such removal. In the event LESSEE shall become obligated to make any repairs hereunder, it shall perform all such repairs in a workmanlike manner within a reasonable time to the satisfaction of the LESSOR and LESSOR shall in no event be liable therefor. LESSEE shall have sixty (60) days after the expiration of the term to remove and perform the foregoing.

LESSEE shall be permitted to maintain such signs on the exterior of the building as shall comply with applicable laws and building codes and as shall be in keeping with the structure of the leased premises.

9. **Indemnity**. LESSOR shall not be liable to LESSEE or its agents, employees, invitees or any person claiming through LESSEE, for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewerage or the bursting, leaking or running of any tank, wash-stand, water closet, waste pipe or other container or receptacle in, above, upon or about said temporary building and premises, or other damage occasioned from or by water, snow or ice being upon or coming through the roof or any sky light, trap door or otherwise or for any damage arising from the acts of occupants of the building or of the owners or occupants of adjoining or contiguous property. LESSEE agrees to hold LESSOR and its successors, assigns, employees, agents and legal representatives, harmless from any claim, damage, liability or expense in connection with or arising from any injury to any person or property on said leased premises, or on sidewalks or approaches adjacent thereto, and from any liens for labor or materials, arising from acts of LESSEE, its agents or employees under this Lease. LESSEE agrees that it will at all times during the term hereof, maintain and pay for property liability insurance in the amount of at least Three Hundred Thousand and 00/100 (\$300,000.00) Dollars and general liability insurance to afford protection to the limit of at least Three Hundred Thousand and 00/100 (\$300,000.00) Dollars in respect to injury or death of any one person, and to the limit of at least Five Hundred Thousand

and 00/100 (\$500,000.00) Dollars in respect to any one accident, which said policies shall name LESSOR as an additional insured. Such liability insurance shall apply to all entry and exit roads which may be shared with the adjacent golf course business. The certificates from the insurance company or companies issuing such insurance and naming LESSOR as an additional insured shall be delivered at the request of the LESSOR at any time during the term of this Lease. Said insurance shall be taken out with reputable insurance companies acceptable to LESSOR.

In addition to the foregoing liability insurance, LESSEE shall maintain worker's compensation insurance coverage and business interruption insurance as appropriate and required by applicable law.

10. **Damage by Fire.** If, at any time after the execution and delivery of this Lease, or during the original term or any extension hereof, the temporary buildings constructed on the leased premises by the LESSEE, shall be damaged by fire, explosion, tornado, act of God, or other such casualty to any extent which impairs LESSEE'S use of the leased premises or any part thereof, then LESSEE may, at its option, cancel this Lease by written notice to LESSOR within thirty (30) days after the occurrence.

11. **Subletting-Assignment.** LESSEE shall not sublet the premises or any part thereof, nor assign, transfer, pledge, mortgage, or encumber this Lease, without the prior written consent of LESSOR; provided, however, that LESSEE may assign this lease to an affiliate entity of LESSEE without LESSOR's consent.

In the event of any assignment or subletting, LESSEE agrees to continue to be bound to LESSOR for the payment of all amounts of rent and other payments herein provided as though such assignment or subletting had not occurred.

12. **Rights of Default.** In the event the LESSOR shall exercise its option to receive rental payments in lieu of exchanging such payments for business credit as set out above, and if LESSEE fails to pay any rent or other money required hereby within ten (10) days after receiving written notice that the same is due, or if LESSEE or any of those claiming under LESSEE violate or fail to perform any other provisions hereof and such violation or failure is not cured within thirty (30) days after written notice to

LESSEE thereof by LESSOR, except that if the cure of any such other violation or failure is prevented or delayed by fires, tornadoes, explosions, acts of God or other such casualties, or by strikes, lockouts, injunctions or any other things interfering with such work, not under the reasonable control of LESSEE, then the time for curing such default shall be extended during such period of delay, but lack of money shall not be deemed a cause beyond LESSEE'S control, then LESSOR may immediately or at any time thereafter, while any such conditions continue, at LESSOR'S option and without further notice or legal process, re-enter and recover possession of the entire premises from all persons and expel and remove, forcibly if necessary, without being liable for damages, LESSEE and those claiming under LESSEE and all their effects; and LESSOR may, at LESSOR'S option, without further notice, either terminate this lease or, as agent of LESSEE, re-let or otherwise dispose of the premises or any part thereof to others in such manner and on such terms as LESSOR deems best; but in any such case, LESSEE shall be and remain obligated to pay LESSOR any damages or loss of rents which LESSOR may then or thereafter suffer to the full end of the original term or any extension thereof which may have commenced, reduced by any amounts LESSOR obtains in re-letting, and subject to remedies/damages available under Missouri law. If at any time LESSOR is in default of its obligations under this Lease and does not cure within thirty (30) days of receiving written notice from LESSEE, LESSEE may terminate this Lease by delivering written notice of its election to terminate to LESSOR.

13. **Bankruptcy or Receivership.** If, at any time, after the execution and delivery hereof or during the term of this Lease, proceedings in bankruptcy shall be instituted by or against LESSEE, or if LESSEE shall file a petition or answer, or a petition be filed against LESSEE under any other part of the Bankruptcy Act, or if LESSEE makes any manner of assignment or conveyance for the benefit of LESSEE'S creditors, or if a trustee or receiver shall for any reason be appointed for LESSEE or LESSEE'S property, then and immediately on the happening of any of the foregoing events or contingencies, this Lease shall, ipso facto, terminate and LESSOR shall be entitled to immediate and exclusive possession of the leased premises and no referee in bankruptcy shall have any rights in the demised premises whatsoever; and any such

event or contingency so terminating this Lease shall constitute a breach of this Lease and LESSEE agrees thereupon, in addition to all accrued and unpaid rents and other obligations, to pay LESSOR, as the agreed and ascertained liquidated damages for such breach, an amount equal to the value of any deficiency between the rent reserved in this Lease for the entire balance of the original term hereof and any rental amounts theretofore paid by the LESSEE, all due and payable at the happening of such event or contingency. If, however, any of the above proceedings are commenced against LESSEE, without its consent or failure to object, then LESSEE shall have a period of thirty (30) days to discharge such proceedings and if so discharged, this Lease shall remain in full force and effect.

14. **Waiver.** Any failure or neglect of LESSOR or LESSEE at any time to declare a forfeiture of this Lease for any breach or default thereof or thereunder shall not be taken or considered as a waiver of the right to thereafter declare a forfeiture for other, or like, or succeeding default or breach.

15. **Quiet Possession.** LESSOR covenants with LESSEE that said LESSEE, on paying the rent (or granting business credit to LESSOR) as herein required to be done and performing the covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the premises for the original lease term and any extension hereof. LESSOR hereby warrants to and covenants with LESSEE that it has good and merchantable title to the leased premises.

16. **Lessor's Right to Inspect Premises.** Upon reasonable prior notice to LESSEE, and at any time during regular business hours, LESSOR and LESSOR'S agents shall have the right to enter the premises at all reasonable times to view and inspect the same in such a manner so as not to interfere with LESSEE'S business.

17. **Utilities.** LESSEE agrees to pay for all lighting, heating, power, water, telephone and all other utilities and utility services used by LESSEE on or about the premises hereby leased and shall contract for the same in LESSEE'S own name.

18. **Surrender of Possession.** Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, LESSEE shall immediately

surrender and deliver to LESSOR possession of the leased premises, subject to LESSEE's right to remove the temporary plant as provided above.

19. **Notices.** All notices to be given hereunder by either party shall be in writing, and if notice is to LESSOR, it shall be sufficiently served by being mailed, postage prepaid, United States Certified Mail, return receipt requested, to LESSOR at 401 Main Street, Boonville, Missouri, or at such other address where rent is payable. If notice is to LESSEE, it shall be sufficiently served by being mailed, postage prepaid, United States Certified Mail to LESSEE at _____, Boonville, Missouri. Either party hereto may from time to time by written notice to the other designate a different post office address in the United States to which such notices shall be sent. It is expressly understood and agreed that with respect to all notices and time limitations described in this Lease, time shall be of the essence.

20. **Warranties of Lessor and Indemnification.** The LESSOR hereby warrants that it holds good and sufficient title to the leased premises and that LESSEE shall have the peaceable use and enjoyment of the premises throughout the term of this lease so long as LESSEE shall not be in default of any of its duties or obligations hereunder.

21. **Severability.** Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease or the application to any person or circumstances shall be to any extent invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected hereby.

22. **Intentionally Omitted.**

23. **Agreement Binding/Miscellaneous.** This Lease constitutes the entire agreement between the parties and all prior understandings or agreements with respect to the matters herein contained shall be merged in this instrument. All covenants, conditions and agreements herein contained shall run with the premises hereby leased and shall be binding upon and inure to the benefit of the parties and the respective successors and permitted assigns of the respective parties. No amendments may be

made to this Lease except by an agreement in writing executed by all of the parties. In the event either party hereto fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees. LESSEE AND LESSOR both acknowledge each has been advised by counsel as to their respective rights, duties and obligations in this Lease, or have waived the same, and have had ample opportunity to negotiate the terms hereof. All covenants, conditions and agreements herein contained shall run with the premises hereby leased and shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures to triplicate copies, each of which shall be deemed an original, the day and year first above written.

CITY OF BOONVILLE, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

LESSOR

FISCHER CONCRETE SERVICES, LLC

By: _____
COO

LESSEE

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS THEREOF, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING.

EXHIBIT "A"

This Exhibit contains a legal description of property which is the subject of a certain Lease dated _____, 20__, between the City of Boonville, Missouri as Lessor, and Fischer Concrete Services, LLC, as Lessee, said property being hereinafter described as follows:

(Exact legal description to be attached)

(The leased property includes ingress and egress thereto.)

RESOLUTION NO. R2021-16

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN REMSEL EXCAVATING AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO BOONE POINT WATER LINE BORE AND TIE-IN; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville has solicited and received bids for this project and determined that **Remsel Excavating** represents the best bid pursuant to the purchasing code set forth in Section 2-20 of the City of Boonville Code of Ordinances;

THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That a certain Agreement between **Remsel Corporation** and the City of Boonville, Missouri relating to the **Boone Point Water Line Bore and Tie-In** a copy of which is marked "**Exhibit A**" is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the City Administrator and the City Clerk are hereby authorized to execute and attest said agreement on behalf of the City of Boonville.

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

Passed this 15^h day of November 2021, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk



A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

November 9, 2021

Kate Fjell, City Administrator
Boonville MO
Via Email: (kate.fjell@boonville-mo.org)

Re: Bid Tabs for Water Bore under Ashley Road at Boone Point

Kate,

We received Two Bids for the work to Bore a Water Line under Ashley Road.

The Bids are for the same scope of work and were submitted by Emery Sapp and Sons and Remsel Excavating.

Emery Sapp and Sons Bid is \$57,840.00

Remsels Bid is \$53,220.00. Please note that Remsel had a misunderstanding that The City would provide the materials but that has been corrected and their Bid revised to reflect all materials needed for the project. See attached documentation.

It is my opinion that the Bid should be awarded to Remsel.

If you have any questions or need any assistance with this matter, please let me know,

Sincerely,

A Civil Group, LLC

Jay Gebhardt, PE, PLS

3401 BROADWAY BUSINESS PARK CT., SUITE 105
COLUMBIA, MISSOURI
PHONE: 573-817-5750 FAX: 573-817-1677 EMAIL:
OFFICE@ACIVILGROUP.COM

**City of Boonville
Planning and Zoning Commission
Cancelled Meeting
November 9, 2021
6:00PM
City Council Chamber
525 East Spring Street
Boonville, MO**

The Tuesday, November 9, 2021, meeting of the Planning and Zoning Commission has been cancelled due to a lack of a quorum. The next scheduled meeting will be Tuesday, December 14, 2021.

Public Works Monthly Report
October 2021

WWTP:

Total flow processed – 25,585,000 gallons

Average daily flow – 825,000 gallons

Sludge disposed – 99.81

WTP:

Gallons pumped from river – 31,247,000 gallons

Gallons pumped to customer – 30,390,000 gallons

Remarks:

Water Distribution / Sewer Collection:

Repair water main break at Ream/Hickam/Bingham

Flushed out water systems

Replaced Fire hydrant on McRoberts Street

Repair water leak at State Fair Community College

Repair water leak on Vine Street

Installed 10 new meters

Street Department:

Finished storm drain on Oregon Trail

Worked on storm drain on Katy Trail

Concrete work at soccer field

Completed 7 public works street cuts

Did some street sweeping

Clean out storm drains

Picked up yard waste

Central Garage:

Vehicles serviced and inspected – 10

Vehicle and equipment repairs – 11

Weather:

Average Temperature –60°

High Temperature – 86° October 1st, 2021

Low Temperature - 41° October 23rd & 27th, 2021

Total Rain – 5.01”

Maximum Rain – 1.24” October 28th, 2021



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

October 2021

Submitted by Alliance Water Resources, Inc.

November 15, 2021

City Council Meeting

OUR MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

Alliance Water Resources, Inc.

**206 S. Keene St.
Columbia, MO
65201**

(573)874-8080

October 2021

Administrative

- Russell Gerling attended the Missouri Rural Water Association Conference at the Lake of the Ozarks.

Treatment

- Normal operations and maintenance were performed this month.
- The staff conducted its monthly Operations Audit at the Cat Tower.
- The water treatment plant changed its disinfection process from Chloramines to Free Chlorine from Oct 4th thru Nov 1st. This practice is recommended by the Missouri Dept of Natural Resources. This allows any biofilm coating on the inside surface of the water mains to be removed and flushed out during fire hydrant flushing in the month of October.
- R.E. Pedrotti was here at the water treatment plant to conduct the annual flow meter calibration check.
- The staff installed a spring-loaded valve to the Sodium Permanganate tote pump to elevate possible chemical spills.
- The staff replaced a hand crank wheel on the Tower Pump Discharge Valve actuator.
- The staff cleaned the intake screen on the 576,000-gallon clearwell exhaust fan.
- The staff repaired an outside light with a new LED bulb.
- The staff replaced the electric motor on the 576,000-clearwell exhaust fan and greased the bearings. The electric motor failed under warranty.

Project Updates

- The SCADA project continues. Each water treatment plant operator has their own username and password to get into the Wonderware (plant operations) software.
- The staff unwired and removed the power vent from the 1-million-gallon underground clearwell. The divers from Inland Potable were here to perform a cleaning and inspection of the underground clearwell. They found 1/16 of an inch of dirt in the bottom of the tank around the support pillars. The tank is in good condition. The plan is to do another inspection in 3-5 years. We then installed the power vent, rewired it, and applied new sealant around the edges. 2 water samples were collected 24 hours apart for Bac-T testing. The results were absent. The clearwell was placed back in service.

Safety

- The staff conducted its Monthly Safety meeting.
- The staff conducted its monthly check of chlorine leak detector sensors.
- The staff conducted its weekly inspection of emergency eyewash stations and emergency showers.
- The staff conducted its monthly crane inspection in the Chlorine Storage Room.
- The staff conducted its annual ladder safety inspection. One ladder was taken out of service due to poor condition of the ladder.

Regulatory

- Ten water samples were collected throughout the water distribution system. All samples tested were absent of Total Coliform and E-Coli. Report was sent to DNR. (See attached)
- Water samples were collected for monthly Total Organic Carbon (TOC) testing and were transported to the State Health Lab.
- Water samples were collected for quarterly Fluoride testing and were transported to the State Health Lab.

Concerns for the Month.

Nothing at this time.

Photos



WATER RESOURCES®
Alliance
Professional Water and Wastewater Operations
OPERATIONS REPORT – Boonville



WATER RESOURCES®
Alliance
Professional Water and Wastewater Operations
OPERATIONS REPORT – Boonville



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM - PUBLIC DRINKING WATER BRANCH
**DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER
 SYSTEMS < 10,000 POPULATION**

PWS NAME CITY OF BOONVILLE				PWS - ID MO3010089		MONTH OCTOBER	
ADDRESS 901 RIVIERA DRIVE				PHONE (660) 882-4021		2021	
CITY BOONVILLE, MO		ZIP CODE 65233		COUNTY COOPER COUNTY		PLANT Main Plant	
<i>(See instructions on back of this sheet)</i>							
DISTRIBUTION DISINFECTION 1. Number of samples analyzed, A: <u>10</u> 2. Number of samples below 0.2 mg/L, B: <u>0</u> $[(A-B)/A \times 100 = C]$ <u>100</u> % meeting minimum disinfection required. 3. Avg. dsfctnt residual for month: <u>1.86</u> mg/l				TURBIDITY 1. Total number measurements taken monthly, A: <u>168</u> 2. number of measurements below 0.3 NTU, B: <u>168</u> $[B/A] \times 100 = C$: <u>100</u> % meeting turbidity requirements.			
Date	Hours of Operation	Finished Water Temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L) ☐ Free Chlorine - FC ☒ Chloramines - chlora	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl2 or 1 mg/L chloramines	Value of turbidity measurements that exceed	
						1 NTU	5 NTU
1	6.00	24	chlora 2.43	0.04	0	0	0
2	10.75	23	chlora 2.43	0.04	0	0	0
3	3.75	23	chlora 1.57	0.04	0	0	0
4	4.50	23	FC 0.73	0.05	0	0	0
5	6.00	23	FC 1.38	0.05	0	0	0
6	4.75	23	FC 1.93	0.05	0	0	0
7	5.00	23	FC 1.88	0.05	0	0	0
8	5.25	23	FC 1.92	0.05	0	0	0
9	5.50	22	FC 1.98	0.04	0	0	0
10	4.50	22	FC 2.19	0.04	0	0	0
11	5.25	22	FC 1.72	0.04	0	0	0
12	6.00	22	FC 1.19	0.04	0	0	0
13	4.50	22	FC 1.74	0.04	0	0	0
14	4.50	22	FC 2.01	0.04	0	0	0
15	5.00	22	FC 1.86	0.04	0	0	0
16	3.75	22	FC 2.12	0.04	0	0	0
17	5.00	21	FC 2.04	0.04	0	0	0
18	4.50	21	FC 2.15	0.04	0	0	0
19	5.50	20	FC 2.17	0.04	0	0	0
20	5.50	20	FC 1.83	0.04	0	0	0
21	6.25	20	FC 2.37	0.05	0	0	0
22	6.00	20	FC 2.32	0.03	0	0	0
23	4.50	18	FC 2.25	0.07	0	0	0
24	4.50	19	FC 1.72	0.05	0	0	0
25	5.00	18	FC 2.46	0.04	0	0	0
26	5.50	18	FC 2.56	0.04	0	0	0
27	4.25	17	FC 2.66	0.05	0	0	0
28	4.25	18	FC 2.63	0.05	0	0	0
29	4.25	17	FC 2.40	0.04	0	0	0
30	4.25	16	FC 2.59	0.04	0	0	0
31	4.75	15	FC 2.62	0.04	0	0	0
Name of Person Preparing Report Todd W. Baslee			Signature of Responsible Official 			DATE 11/8/2021	

MO 780-1904 (12-04)

INSTRUCTIONS: DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER SYSTEMS < 10,000 POPULATION

1. Please fill out information completely and legibly.

Distribution Disinfection

1. On Line 1., enter the total number of samples from the distribution system that were analyzed for residual disinfectant concentration (total chlorine or combined chlorine) during the month. The residual disinfectant concentration measurements must be taken at the same time and location as your routine monthly coliform samples. This is the value for A.
2. On line 2., enter the number of samples for the distribution systems that had less than 0.2 mg/l residual disinfectant concentration. This is the value for B.
3. Subtract B, from A. (A-B). Divide that number by A. Then multiply by 100. This will give you the value for C. For example: if A = 20 and B = 3, then C = $[(20-3)/20] \times 100 = 85\%$
4. On line 3., enter the arithmetic average for all residual disinfectant samples taken during the month.

Turbidity:

1. On line 1., enter the total number of combined filter turbidity measurements taken during the month. This is the value for A.
2. On line 2., enter the number of combined filter turbidity measurements taken during the month, which are less than or equal to 0.3 NTU. This is the value for B.
3. Divide B, by A. (B/A). Then multiply that number by 100. This will give you the value for C. For example: if A = 120 and B = 117, then C = $(117/120) \times 100 = 97.5\%$

Hours of Operation

For each day, record the number of hours each water treatment plant was in operation.

Finished Water Temperature

For each day, record the temperature of water entering the distribution.

Lowest Residual Disinfectant at Entrance to Distribution System:

For each day, record the lowest measurement of residual disinfectant (mg/L) in water entering the distribution system (free available chlorine or chloramines).

Duration Residual Disinfectant Fell Below Requirement:

For each day, record the duration (hours, tenths) of each period (if any) when the residual disinfectant concentration in water entering the distribution system fell below 0.5 mg/L free chlorine or 1 mg/L chloramines. Note: should this occur, the public water system must notify the department as soon as possible, but no later than by the end of the next business day.

Value of Turbidity Measurements that exceed 1 NTU and 5 NTU:

For each day, record the value of any turbidity measurements taken during the month, which exceed 1 NTU and 5 NTU. Note: should this occur, the public water system must notify the department as soon as possible, but no later than by the end of the next business day.

INDIVIDUAL FILTER MONITORING & REPORTING

1. Was filter continuously monitored for turbidity and results recorded every 15 minutes?
2. Was there a failure of the continuous turbidity monitoring equipment?

YES

NO

If yes on 2., was the equipment repaired within 5 working days, or 14 days with department approval?

N/A

3. Was any individual filter level >1.0 NTU in two (2) consecutive recording fifteen (15) minutes apart?

NO

{If YES, perform "follow-up actions" no. 1}

4. Was any individual filter level, for three (3) months in a row > 1.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart?

NO

{If YES, perform "follow-up actions" no.2}

5. Was any individual filter turbidity level >2.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart for two (2) consecutive months?

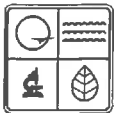
NO

{If YES, perform "follow-up actions" no. 3}

"FOLLOW-UP ACTIONS to PERFORM"

1. Report filter number(s); turbidity measurements which exceed 1 NTU; and date(s) the exceedance(s) occurred and causes if known.
2. Conduct a "Self-Assessment" of the filter(s) within fourteen (14) days of the triggering event. The system must report the date the self-assessment was triggered and the date it was completed.
3. The system must arrange to have a "Comprehensive Performance Evaluation" (CPE) performed not later than sixty (60) days following the triggering event. The CPE must be completed and submitted to the department within 120 following the trigger event.

The Missouri Department of Natural Resources-Public Drinking Water Branch recommends contacting your local regional office if any individual filter exceeds 1.0 NTU, the lowest trigger in the individual filter standards.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM
MICROBIOLOGICAL ANALYSIS REPORT

PUBLIC WATER SYSTEM NAME City of Boonville			LABORATORY NAME Boonville Water Plant		LABORATORY TELEPHONE NUMBER WITH AREA CODE 660-882-4021		
STREET ADDRESS 901 Riviera Drive			CERTIFICATION NUMBER #15				
CITY Boonville		ZIP CODE 65233					
COUNTY Cooper		ID NUMBER MO3010089		SAMPLE COLLECTOR NAME OR INITIALS Brian Webber			
SAMPLE DATE MO/DAY/YR	SAMPLE TYPE	COLLECTION POINT	SAMPLE LOCATION ID	SAMPLE RESULTS		CHLORINE RESIDUAL (mg/L)	
				TOTAL COLIFORM	FECAL E-COLI	TOTAL	FREE
10/07/2021	R	614 Santa Fe Trail	16	A	A	2.8	X
10/07/2021	R	717 Main St	14	A	A	1.7	X
10/07/2021	R	1121 Main St	13	A	A	0.7	X
10/07/2021	R	2441 Pioneer St	23	A	A	1.1	X
10/07/2021	R	900 Carla	17	A	A	1.0	X
10/18/2021	R	940 Oregon Tral	24	A	A	4.4	1.3
10/18/2021	R	1550 W Ashley Rd	11	A	A	2.2	1.9
10/18/2021	R	1016 Hilldell	18	A	A	2.0	1.2
10/18/2021	R	1012 Jefferson Rd	19	A	A	1.4	1.2
10/18/2021	R	1216 E Morgan St	10	A	A	1.7	1.2
10/01/2021	R	Krohn Tower after cleaning #2		A	A	2.7	X
10/20/2021	R	1 MG Undrgrnd after cln #1		A	A	2.1	1.9
10/21/2021	R	1 MG Undrgrnd after cln #2		A	A	2.7	1.8
TOTAL ROUTINE SAMPLE ANALYZED 10 (ten)			MONITORING VIOLATION ☐ Yes ☐ No			MCL VIOLATION ☐ Yes ☐ No	
TITLE Chief Plant Operator/Chief Analyst			DATE 11/08/2021				
SIGNATURE 							



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM – PUBLIC DRINKING WATER BRANCH
MONTHLY UV OPERATION REPORT

1. PUBLIC WATER SYSTEM NAME City of Boonville		PWS ID MO3010089		2. MONTH / YEAR October 2021	
ADDRESS 901 Riviera Drive		TELEPHONE NUMBER WITH AREA CODE 660-882-4021		EMAIL ADDRESS tbaslee@alliancewater.com	
CITY Boonville		ZIP CODE 65233		COUNTY Cooper	
3. Unit	4. Total Run Time (hrs)	5. Total Volume (MG)	6. Dosage (mJ/cm ²)	7. Number of Off-Specification Events	8. Total Off-Specification Volume (MG)
1 - Transfer	143.75	28.555	0	6	.045385
2 - Tower	15.25	1.835	2.5	0	0
9. TOTAL VOLUME OF OFF-SPECIFICATION WATER PRODUCED (MG) [A] .045385			10. TOTAL VOLUME OF WATER PRODUCED (MG) [B] 30.390		
11. PERCENT OF OFF-SPECIFICATION WATER PRODUCED ([A]/[B]*100) 0.149%			12. PERCENT OF OFF-SPECIFICATION WATER PRODUCED <5 PERCENT ☒ YES ☐ NO		
13. Of the <u>8</u> sensors, <u>8</u> have been checked for calibration and <u>8</u> were within the acceptable range of tolerance.					
14. The following reactors had a sensor correction factor		Unit	Sensor correction factor		
15. COMMENTS One off spec-event was caused by a high flow for 30 seconds. Two off-spec events were caused by having to reset the computer during operation of the plant/reactors. Three of the off-spec events were caused by low water level in reactor - reactor started, pumped started, then the reactor shut down but pump kept running and then pump got command to stop SCADA.					
16. NAME OF PERSON PREPARING REPORT Todd Baslee		17. SIGNATURE OF RESPONSIBLE OFFICIAL 		DATE 11/8/2021	

MO 780-2208 (06-13)

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Permit Number	Outfall Number
MO0004081	FACA
Monitoring Period	
10/1/21	10/31/21
NODI:	*****

Parameters	Reporting Requirements			Unit	Reporting Requirements		Unit
Flow, in conduit or thru treatment plant	*****	*****	*****	*****	0.555	0.18	Mgal/d
Mon. Location.: End of Pipe	*****,*****	*****,*****	*****,*****		Monthly Avg.:Monitoring Required	Daily Max.:Monitoring Required	
Sample Type: Record							
Frequency: Monthly							
Solids accumulation rate tot dry weight	*****	0.0019	0.0019	g/m3/d	*****	*****	*****
Mon. Location.: End of Pipe	*****,*****	Monthly Avg.:Monitoring Required	Daily Max.:Monitoring Required		*****,*****	*****,*****	
Sample Type: Calculated							
Frequency: Monthly							
Water treatment additives	*****	*****	*****	*****	8.388	0.5535	ton/mo
Mon. Location.: End of Pipe	*****,*****	*****,*****	*****,*****		Monthly Avg.:Monitoring Required	Daily Max.:Monitoring Required	
Sample Type: Calculated							
Frequency: Monthly							
Comments: Outfall #1 and Outfall #3							

Boonville WTP
Boonville
BOONVILLE, MO, Cooper

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Northeast Regional Office
1709 Prospect Drive
Macon, MO, 63552

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		
eSignature Russell Gerling	Submission Date November 8, 2021	User Phone Number (573)476-4395



PROSECUTING ATTORNEY, HOWARD COUNTY
PO Box 112, Fayette, MO 65248

Deborah K. Riekhof, *Prosecuting Attorney*
Natalie Cleeton, *Legal Assistant*
Angela Coats, *Restitution Clerk*

(660) 248-3005
(660) 248-3007 (FAX)

November 3, 2021

City of Boonville
401 Main Street
Boonville, MO 65233

Dear Mayor Beach and Boonville City Council:

We are so grateful to you for your check to the Howard County Prosecuting Attorney's Office in the amount of \$9,500 from Riverboat Revenues this year. I know how much of a struggle this past year has been for all of us, and I am pleased that you were able to increase the amount over what you gave us last year. I realize we are still quite a way's off from pre-COVID funding, but we feel hopeful that we are all moving into recovery mode here in Mid-Missouri.

Obviously, we have all had to make adjustments to reflect leaner times. On top of that, our area has seen a sharp increase in violent and child sex crimes, often involving controlled substances, cases that necessitate significant resources to litigate successfully. In addition, Cooper and Howard Counties frequently have defendants in common. Your funds to us, more than ever, have a direct effect on the ability of our victims to obtain justice. Your very tangible contribution to keeping our communities in Cooper and Howard Counties safe and secure does not go unnoticed.

Sincerely,

Deborah K. Riekhof
Howard County Prosecuting Attorney

DKR:nsc

