

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

April 20, 2020

7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

- Due to public health crisis and current State of Emergency, the City Council will be participating via telephone. (RSMO 610.015 – When it is necessary to take votes by roll call in a meeting of the public governmental body, due to an emergency of the public body, with a quorum of the members of the public body physically present and in attendance and less than a quorum of the members of the public governmental body participating via telephone, facsimile, internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.)
 - Meeting will be closed to the public in order to minimize the risk of the Novel Coronavirus and to ensure continuity of government services. However, you may view the live stream of the meeting at <https://www.youtube.com/user/cityofboonvillemo> and on channel 3 with Suddenlink Cable TV.
 - If you have a public comment that you would like to present to the council, please contact Teresa Studley, City Clerk, before 4pm on Monday, April 6, 2020 at (660) 882-2332 or by email at teresa.studley@boonville-mo.org. Your statement will be read during the hearing of citizens' comments.
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I. Call to Order – Pledge and Prayer (Whitney Venable)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the April 6, 2020 Council Meetings

V. Consent Items

- a. None.

VI. Presentation of Accounts and Claims

- A) Appropriations for Closing of Fiscal Year 2019-2020
- B) Appropriations for Beginning of New Fiscal Year 2020-2021

VII. Unfinished Business

- A) Discussion of Tabled Bill No. 2020-004, regarding Joint Ownership/Management MOA and Joint Management and Maintenance MOA with Boonville R1 School District

VIII. New Business

- A) First Reading of Bill No. 2020-011 Amending an Agreement with Missouri Highways and Transportation Commission for Funding of Runway Reconstruction and Other Improvements at Jesse Viertel Memorial Airport (Amendment No. 2)

IX. Reports of Standing Committees

- A) The following Boards were cancelled due to preventative measures taken to prevent the spread of COVID-19:
 - Police Board – April 13, 2020
 - Historic Preservation Advisory Commission – April 13, 2020

X. Reports of City Officials

City Administrator

- City Updates due to COVID-19

Mayor

City Clerk

XI. Miscellaneous

- Heritage Days Street Closure Discussion?

XII. Adjourn

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

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville City Council Meeting Minutes April 6, 2020

The Boonville City Council met in Regular Session on April 6, 2020 at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Kate Fjell, City Administrator; and Teresa Studley, City Clerk. Mayor Ned Beach was present **via telephone**. Bobby Welliver, Sergeant at Arms; and Doug Abele, Interim City Counselor, were absent.

NOTICE POSTED: Thursday, April 2, 2020 at 11:30 a.m.

Mrs. Studley read the following points noted for the Council Meeting:

- Due to public health crisis and current State of Emergency, the City Council will be participating via telephone. (RSMO 610.015 – When it is necessary to take votes by roll call in a meeting of the public governmental body, due to an emergency of the public body, with a quorum of the members of the public body physically present and in attendance and less than a quorum of the members of the public governmental body participating via telephone, facsimile, internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.)
- Meeting will be closed to the public in order to minimize the risk of the Novel Coronavirus and to ensure continuity of government services. However, you may view the live stream of the meeting at <https://www.youtube.com/user/cityofboonvillemo> and on channel 3 with Suddenlink Cable TV.
- If you have a public comment that you would like to present to the council, please contact Teresa Studley, City Clerk, before 4pm on Monday, April 6, 2020 at (660) 882-2332 or by email at teresa.studley@boonville-mo.org. Your statement will be read during the hearing of citizens' comments.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

The following Council Representatives were present, **all present via telephone**: Morris Carter, Whitney Venable, Vanessa Dorman, Michael Stock, Steve Young, Susan Meadows, Brent Bozarth, and Henry Hurt.

HEARING OF CITIZENS' COMMENTS

Mrs. Studley read the following Citizens' Comments that were received:

- Bob Burnett, Ward 4, 1221 Maple Street – “For the last three weeks, we have had two big trucks, semis, that have driven down our street and have torn lines down. We’ve got a line down in front of our house, yesterday (which was April 2nd). The line is still down. I had to call Mr. Cauthon, three weeks ago, and he came out. I don’t know who he called, but he called somebody and he got them to come out and fix it. But there is no reason for those big trucks to be running up and down our street with the lines low. I don’t have any idea as to why they run up and down our street. I would like for someone to do something about it. I have already called Mr. Carter and I want the Council to know about this for Monday night. There is no reason to have the big trucks running up and down our little old street. It is not made for them. It is just inconvenient. We’ve got these lines that have hung down before, that were torn down, and they had been hanging down for two to three weeks before anyone did anything with them. Unfortunately, it’s going to be the same thing this time. I’ve driven a truck for over 36 years and I never did drive down a city street, because I knew the lines were too low, anywhere in the United States.”
- Karen Esser, Director of the Boonville Area Chamber of Commerce – In reference to the street closures for Heritage Days: “Pursuant to the email message sent to all City Council members on March 30, 2020, except Henry Hurt who was contacted via USPS, please advise whether solicitation of responses for Heritage Days Street Closures from residents and businesses whose property is adjacent to the proposed street closures may be made via return postcard addressed to the Boonville Area Chamber of Commerce. A sample postcard (specific to residences) is attached. It duplicates the information contained on the form created by the City of Boonville for street closure approvals – name, address, signature, and a response. Copies of the original postcards will be attached to the City’s form upon submission of the proposed closures for City Council vote, at a to be determined date. This request is to approve the process; it is not a request for a vote on street closures. Thank you.”

APPROVAL OF THE MINUTES OF THE MARCH 16, 2020 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

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

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2020-010 APPROVING THE FINAL SITE PLAN FOR HAPPY JACKS EXPRESS LOCATED AT 215 EAST ASHLEY ROAD

Ms. Studley read, by title only, a copy of the bill. Mr. Bozarth moved, and Mr. Venable seconded the motion to approve the bill. With no questions, roll call was taken, **with all voting being made via telephone**. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Bozarth, and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

NEW BUSINESS

CONSIDER RESOLUTION R2020-01 AUTHORIZING AND ACCEPTING CERTAIN DOCUMENTS RELATED TO THE REFUNDING OF THE CERTIFICATE OF PARTICIPATION BUILD AMERICA BONDS SERIES 2010

Ms. Studley read the resolution in its entirety. Mayor Beach questioned each member of Council if they had any questions regarding the Resolution. Each councilman responded that they did not have any questions. Mr. Bozarth stated that it was very well explained. Mr. Bozarth moved, and Mr. Carter seconded the motion to approve the resolution. Ms. Fjell stated that Tim Litteken, Vice President and Loan Officer for First State Community Bank, called Ms. Fjell informing her that the board met and approved the loan, as a board. Ms. Fjell stated that we are on board to continue. Roll call was taken, **with all voting being made via telephone**. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Bozarth, and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

REPORTS OF STANDING COMMITTEES

HOUSING AUTHORITY – MARCH 11, 2020

Mr. Carter reported that the minutes are available in the council packet. The commission is still meeting. The next meeting is planned to be held via telephone.

THE FOLLOWING BOARDS WERE CANCELLED DUE TO PREVENTATIVE MEASURES TAKEN TO PREVENT THE SPREAD OF COVID-19:

- **Tourism Commission Meeting – March 17, 2020**
- **Fire Board Meeting – March 18, 2020**
- **Parks and Recreation Board Meeting – March 24, 2020**
- **Cemetery Board – March 26, 2020**
- **Street, Alley, and Sanitation Board – March 25, 2020**
- **Board of Public Works – March 26, 2020**

Mayor Beach reported the committees that have not met due to the preventative measures taken to prevent the spread of COVID-19.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

Mayor Beach stated that the Cooper County Health Department is providing COVID-19 testing at no cost. Mayor Beach stated that one would need to call their office, set up an appointment; they will perform the test, send it off, and then notify you a few days later if the test is positive or not.

CITY CLERK

Ms. Studley reported an election update for the April 7, 2020 Municipal Election that was made by Governor Parson with Executive Order 20-02. Ms. Studley stated that Governor Parson announced that the April 7, 2020 Municipal Election is postponed until June 2, 2020 in response to COVID-19 pandemic. Pursuant to Governor Mike Parson's Executive Order 20-02 declaring a state of emergency in response to COVID-19 and a request from Secretary of State Jay Ashcroft, Governor Parson today signed Executive Order 20-03 ordering all Missouri municipal elections previously scheduled for April 7, 2020, to be postponed to June 2, 2020.

MISCELLANEOUS

Mr. Carter stated that he wanted to make a comment in regards to the maps showing the different options of street closures that are possible for the Heritage Days Celebration in June. The maps were included on page 40 and 41 of the Council Packet. Mr. Carter stated that the map on page 40 was the map submitted by himself to the Council. The map on page 41 was the map that was submitted by Karen Esser, Director of the Boonville Chamber of Commerce. Mr. Carter stated that each map allows enough room for the entire Heritage Days Celebration. The two main advantages of the map on page 40 is safety (making assessable accommodations for emergency personnel) and there are less street closures. Also, the entire car show will be on

Second Street. Mr. Carter feels that the Council needs to make a decision. It might not suit everyone, but he feels that a map needs to be approved by Council to give some direction to the Chamber of Commerce. Therefore, once a map is approved, the Chamber of Commerce can plan Heritage Days appropriately. Ms. Fjell stated that the Council will also want to consider if they will accept the postcards as an option for getting signatures from affected residents. Mr. Carter stated that he does not like the postcard idea because it is unknown as to who signed and approved it.

Mr. Carter moved, and Mr. Bozarth seconded the motion to approved the map on page 40 of the Council packet, that was submitted to Council by Mr. Carter at the February 18, 2020 City Council Meeting, and to advise the Chamber of Commerce to proceed with that plan.

Ms. Meadows confirmed with Mr. Carter the location of the car show on Second Street, the crafts booths on Fourth Street and Chestnut Street, the carnival on Sixth Street, and the beer garden on Spring Street and part of First State Community Bank parking lot. Mr. Carter confirmed those were the correct locations of each event. Mayor Beach questioned each member of Council if they had any questions regarding the motion. Mr. Carter, Mr. Venable, Ms. Dorman, Mr. Stock, and Mr. Hurt responded that they did not have any questions. Mr. Young questioned the chances that the event will be held at all. Mr. Carter stated that he thought it was a 50/50 chance that it will be held. Ms. Meadows questioned if on the Chamber of Commerce map (page 41 of Council Packet), that Spring Street would be closed. Mr. Carter confirmed that it would be the case; Spring Street would be closed from Main Street to Fourth Street, possibly down to Third Street. Mr. Bozarth had no questions but he feels that this is what needs to be done.

With no further questions, roll call was taken, **with all voting being made via telephone.** Ayes: Carter, Young, Meadows, Bozarth, and Hurt. Total (5). Opposed: Venable, Dorman, and Stock. Total (3). Absent: None. Total (0). Motion Carried.

Ms. Fjell questioned Mr. Carter if he would continue to communicate with the Chamber of Commerce. Mr. Carter stated that he would inform the Chamber of Commerce.

Ms. Fjell questioned what the Council would like to do regarding the postcard request. Ms. Meadows stated that since the Council has decided with the map on page 40, with the car show being on Second Street, it does not look like it impacts businesses and private residences as much. Wouldn't that help deter the use of the postcards? Mr. Carter stated with the plan that was just approved by council, it will only affect four houses on Fourth Street. Ms. Fjell stated that there are five meetings between now and Heritage Days. With that being said, the street closure request will be pushed out to May. Ms. Fjell stated that if the health situation doesn't subside by any kind of specific date set by Council, then the Chamber of Commerce can utilize the postcard process. However, you would want to allow enough time for the Chamber of Commerce to request signatures in this manner. Mayor Beach stated that he had a concern regarding the street closures for the parade. Ms. Fjell stated that as someone who had lived on High Street for several years, no one has ever requested a signature for a street closure request.

Mr. Carter commended Ms. Fjell and the members of City Hall on how well they are handling the COVID-19 situation. They are all doing very well. Ms. Fjell stated that everyone is doing a fantastic job, so we are very lucky.

Mr. Stock inquired about the status of the pool. Ms. Fjell stated that the status for the Aquatic Center for summer operations is in decision right now. Ms. Fjell stated that she has been consulting the Parks Director, Paul Linhart, regarding the whole situation. Ms. Fjell stated that hopefully at the next Council Meeting, there should be some clarity on those things. She hopes to provide a report at that time. Ms. Fjell detailed a few of the challenges with this.

Mr. Venable thanked CMMG for all of the good things that they are doing for the community: the purchasing of about one hundred meals from the local restaurants, for doing Donut Days for the community, and supporting the businesses that have been impacted by the COVID-19. Mr. Venable wanted to give CMMG a shout out.

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Bozarth seconded the motion to adjourn the meeting at 7:42 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Ned Beach, Mayor

ORDINANCE APPROPRIATING MONEY

(March 2020 Final Expenses)

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 April 20, 2020 the sum of **\$291,300.07**

General Fund	\$185,960.25
Sanitation	\$14,664.66
CIP Tax	\$3,919.41
Water Works	\$30,970.53
Capital Projects	\$0.00
Waste Water	\$40,162.20
Tourism	\$7,713.52
Gaming	\$5,181.00
Parks/Water	\$2,728.50

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 **\$291,300.07** 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 April 20, 2020 read for the second time this 20th day of April 2020 since a copy was made available prior to the meeting.

Approved April 20, 2020 _____
Mayor

Endorsed April 20, 2020: 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

Presentation of Accounts and Claims

**(Ordinance Appropriating Money
For Beginning of
Fiscal Year 2020-2021)**

**Report will be emailed to all Mayor
and City Council and available for
viewing online before the beginning
of the meeting.**

Date: April 14, 2020

To: Mayor and City Council

From: Kate Fjell, City Administrator

Re: Soccer Management and Joint Ownership agreements

After several weeks, Dr. Marriott and I have worked through all the necessary changes to the Joint Ownership Agreement and the school board has authorized Charlie Melkersman to sign it. So, it is time for Council to bring this agreement off the table for discussion. The final agreements are included in this packet. The Management Agreement is unchanged from the draft you looked at previously with the first reading.

The primary changes are on page 5 of the Joint Ownership Agreement. They are highlighted. The School Board requested an option to purchase the City's improved property, if we ever decided to sell in the future. They requested that we utilize three appraisers to determine a fair market price. This process is detailed out on page 5. I do not believe a reciprocal option for the City is necessary in the agreement. First, I cannot imagine a situation in which the School District would sell their property. Second, if such a situation did arise, the City is not precluded from purchasing the property or some portion of it. Furthermore, if the School District decides to sell, they will still be required to notify the City of their intentions.

Besides this new section, the agreement is substantially the same. We will have a discussion on this agreement and plan to bring it up for a second reading and vote of the Council at the May 4th meeting.

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING AGREEMENTS FOR THE MISSOURI SOCCER PARK, JOINT OWNERSHIP, MAINTENANCE AND MANAGEMENT WITH BOONVILLE R-1 SCHOOL DISTRICT AND BOONVILLE SOCCER ACADEMY, INC.

WHEREAS, the City of Boonville (hereinafter “the City”) planned and built a six- field soccer complex on and around property owned by the Boonville R-1 School District (hereinafter “the District”); and

WHEREAS, the City and the District entered into a joint venture to build the soccer complex in 2016; and

WHEREAS, the City does not desire to perform the day-to-day management and maintenance activities needed to properly operate the soccer complex; and

WHEREAS, the City has determined that Boonville Soccer Academy, Inc. (hereinafter “BSA”) is uniquely qualified to maintain and manage the soccer complex due to its experience and participation with Missouri Youth Soccer and US Soccer Associations; and

WHEREAS, the City, the District and BSA have jointly owned, operated or managed the said soccer complex, known as the Missouri Soccer Park, for two seasons which has served as a basis to guide the parties in drafting formal agreements setting out the parties’ respective duties and responsibilities.

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

SECTION 1: That the **Joint Ownership and Management Memorandum of Agreement Between Boonville R-1 School District and the City of Boonville, including Attachment A and Attachment B**, pertaining to the maintenance, management and joint ownership of the Missouri Soccer Park are hereby approved by the City Council of Boonville, as the terms and conditions of said Agreements are fully described in the documents attached hereto and marked as **Exhibit A. Exhibit A** and all attachments thereto, are incorporated herein by reference as if set forth fully in this ordinance.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute and attest to these Agreements on behalf of the City of Boonville.

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

FIRST READING: February 18, 2020

**READ FOR THE SECOND TIME AND PASSED ON THIS 2nd DAY OF MARCH, 2020,
AFTER A COPY OF THIS ORDINANCE AND AGREEMENTS HAVE BEEN MADE
AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE SECOND READING.**

PRESIDENT OF THE COUNCIL

APPROVED THIS 2nd DAY OF MARCH 2020

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

**Joint Ownership and Management Memorandum of Agreement Between
Boonville R-1 School District and the City of Boonville**

This Memorandum of Agreement made and entered into by and between the City of Boonville, Missouri, a political subdivision of the State of Missouri (hereinafter referred to as the "City), and the Boonville R-1 School District, a political subdivision of the State of Missouri (hereinafter referred to as the "District").

WHEREAS, the City and the District previously entered into a Resolution in 2016 pledging support for the development and creation of a premier soccer park and for the improvement of existing ball fields on the Boonville High School campus; and

WHEREAS, the City has completed the soccer complex construction with five (5) artificial turf fields and one (1) natural grass field with three (3) fields on school property, two (2) fields on City property and one (1), natural grass, on both City and District property (the "Facility"); and

WHEREAS, any improvements constructed by the City on land owned by the District will remain the property of the City and the City shall be responsible for all construction costs, repairs, maintenance and upkeep in connection with such improvements; and

WHEREAS, such soccer complex shall be known as Missouri Soccer Park; and

WHEREAS, it is in the interest of both parties that the operating and maintenance costs of all the fields be paid for from income received from use of the Facility (The City has designated some funding for start-up costs during an initial period of time likely to experience minimal usage); and

WHEREAS, it is recognized that the operation and use of the Facility must be coordinated with normal District functions/usage and activities of a primary nature occurring on the campus; and

WHEREAS, it is in the interest of both parties that a third party carry out the marketing, maintenance and operation of the Facility, which will be embodied with one or more separate agreements; and

WHEREAS, for actual users of the Facility a standard form agreement will be used to govern the terms of usage and associated fees paid by the user.

NOW THEREFORE, in consideration of the premises and the mutual considerations, understandings and agreements of the parties, it is contracted and agreed as follows:

SECTION 1: Marketing/ Maintenance Agreement.

One or more agreements will be entered into for the purpose of conducting marketing, management and maintenance activities, including, but not limited to:

Attachment A: Joint Management and Maintenance Agreement

Boonville Soccer Academy (BSA) will be the initial Marketing and Maintenance Contractor fulfilling this management role for marketing, maintenance and operation of the soccer complex and is a part of Attachment A. A second entity may be considered for certain tasks. Agreements with all such managing entities will include a reference to this Memorandum of Agreement and will require such managing entity to abide by the applicable terms of this Agreement.

SECTION 2: Property Ownership by District and City.

It is expressly understood and agreed by mutual agreement, that for purposes of this project, the City has constructed certain facilities on land that is owned by the District. It is further understood and agreed that improvements of this nature shall be considered to be the exclusive property of the City, even though situated on District land. It is further understood and agreed that the City shall be responsible for all construction costs, repairs, maintenance and upkeep for such improvements as shall be consistent with the other terms of this Agreement.

SECTION 3: Scheduling and Coordination with District and City.

It is intended that as the primary managing entity for the soccer complex, BSA will coordinate with the District and the City on all scheduling matters. Scheduling coordination will occur in numerous ways, including but not limited to use of a scheduling program to which the City, District and BSA will all have access for viewing:

- BSA will solicit “black out days” annually from the District and the City. The annual date for requesting this information shall be June 1.
- BSA will submit a quarterly facility use schedule to the Superintendent and Athletic Director for the District and to the Parks and Recreation Director for the City.
- Each time a usage request is submitted by a user, BSA will forward the request to the District’s Athletic Director and to the City’s Parks and Recreation Director.

In the event of a conflict, BSA and the District shall attempt to find a workable solution that does not compromise the normal, routine functions of the school.

SECTION 4: Facility rental and fee collection.

Applicable rental fees and revenues from the use of the Missouri Soccer Park will be charged and collected by the Marketing and Maintenance Contractor, BSA, with proceeds to be deposited into the City of Boonville’s soccer complex account. The District will receive copies of the soccer complex account balances on a quarterly basis.

The District will charge a separate rental fee of \$400.00 per day or \$50 per hour for use of the football field, payable to the District.

A separate standard rental form will be utilized for each user. Rental agreements will be reviewed and updated on an annual basis by the City, the District, and operator of the complex.

SECTION 5: Artificial turf maintenance, Natural Grass field and Border Common Areas.

The Marketing and Maintenance Contractor, BSA, will be responsible for mowing and care for the Championship Field #3 and the bordering common green space areas defined on the attached map (Attachment B).

BSA, or the City, will further maintain the artificial turf fields #4, #6 and #7, together with any bordering common green space areas (this excludes the high school football and baseball fields) (Attachment B).

The maintenance and care of practice fields #1, #2 and #5 will be the responsibility of the District. The District will also maintain the common green space areas around these fields (Attachment B).

SECTION 6: Internal Infrastructure.

The City will be responsible for constructing and maintaining sidewalks, water lines, electrical and drainage structures within the soccer complex functional area. It is authorized to seek reimbursement from the soccer revenue account.

All electrical and utility bills will be paid by the City.

SECTION 7: Concessions.

It is understood that certain larger events may have outside vendors located onsite during such events in order to serve the customers and fans. The City and/or District may also sell concessions at their discretion.

SECTION 8: Parking fees.

The Marketing and Management Contractor and the District do not intend to charge a parking fee at the gate. However, there may be a “per team” parking fee charged at the time of team registration.

SECTION 9: Use of Associated School Facilities by Users.

The Marketing and Maintenance Contractor or the City may request to use the District’s facilities, locker rooms, and bathrooms. If these facilities are used, the Marketing and Management Contractor or the City will comply with the District’s policy regarding the use of District facilities by authorized third parties.

SECTION 10: Turf Replacement Costs.

It is the intent that monies be set aside for turf replacement. This item should be revisited and further defined by the parties after January 2022

SECTION 11: Security.

It is the intent of the City to install security cameras at the Soccer Park. Final placement and location of cameras shall be done in consultation with the District.

Walking path sidewalks shall be closed to public use during regular school hours, 7:00 AM-3:00 PM, during the school year.

SECTION 12: Insurance Coverage.

The City and the District currently carry property insurance and casualty insurance on the property constituting the Missouri Soccer Park. Facility users shall also be required to have general liability insurance for each use.

SECTION 13: Equipment Maintenance.

Mowers and other equipment will initially be procured as part of the project. It is the intent of the parties to develop a replacement plan and a funding source after the first full year of operation. Maintenance will be done by the City or a third party retained by the City.

SECTION 14: Traffic Control - Hwy 5.

The City shall have the responsibility of securing one or more police officers to direct traffic and monitor the premises during tournaments and other designated functions, if needed. BSA shall be responsible for notifying the Chief of Police, or his designee, at least 48 hours prior to the time when a tournament or other significant event is scheduled in order to allow adequate time for scheduling an officer(s) to be on site at the appropriate time. The cost of field rental should be inclusive of the payment required for one or more law enforcement officers to be present and a reimbursement mechanism will be created.

The requirements and conditions of this Section will be reviewed after the first year of operation once security and safety needs can be more adequately determined.

SECTION 15: Local Usage of Fields.

The fields are available for local leagues and teams at a discounted rate. Local teams/ leagues will be required to go through the standard reservation process with the Marketing and Maintenance Contractor, BSA, who will provide such usage information to the City and the District.

SECTION 16: Use of Fields by the High School.

The District's high school soccer teams shall have the right to use Field #1 as their home field for boys' and girls' soccer. Any additional improvements to Field #1 to accommodate this use shall be done at the District's expense and with prior approval of City. The Athletic Director should submit home games and a practice schedule to BSA the Marketing and Maintenance Contractor and the City's Parks and Recreation Director as soon as reasonably possible prior to the commencement of the school year.

If the District desires to use the other fields they can use them at no cost, but shall submit a standard field reservation request to ensure availability.

The District and City can partner to host district or regional soccer tournaments, authorized by MSHSAA, without any rental charge.

Section 17: Sale of Property.

The District agrees not to mortgage or sell City improvements located within the Soccer Park without prior written City approval and as shall be consistent with the other provisions of this Agreement.

Neither party may lease, mortgage or sell any portion of the Missouri Soccer Park property without prior written consent of the other party. Provided, however, should the City intend to sell or otherwise convey property it owns within the defined boundaries of the Soccer Park (or any portion thereof), it may do so with the understanding that it shall first comply with the following procedure prior to any sale, conveyance or marketing of such property to third parties.:

A. Notice by City. The City shall first give the District written notice of such intent to sell no less than sixty (60) days prior to offering or advertising such property for sale. The City shall include in such notice to the District a copy of any existing survey it possesses describing the location and boundaries of such property to be offered for sale. The notice shall be sent by certified mail, return receipt requested, and shall be deemed to have been received by the District three days after the date shown on the post office mailing receipt.

B. Response by District. Upon receipt of such notice, the District shall have fifteen (15) days to provide a written response, by certified mail, to the City indicating whether the District has a good faith interest in purchasing such property from the City. If no such affirmative response is received by the City within such time period, the City may assume the District has no interest in purchasing the property and shall have no further obligation to the District with respect to such sale and may proceed to market and sell the property to third parties without further restriction under this Agreement.

C. Selection of Appraisers. If the District shall indicate in a timely manner, as above set out, that it has a good faith interest in purchasing the property, both parties shall have ten (10) days from the mailing date of such response in which to select an appraiser and meet with the other party either in person at the business office of the District or the City, or by telephone conference, at which time the parties shall each disclose the identity of their respective appraisers and select a third appraiser by mutual agreement. The appraisers shall have fifteen (15) days after the selection of the third appraiser to inspect the property to be sold and submit a written appraisal to each of the parties for review. The parties shall provide reasonable ingress and egress to such appraisers in order to facilitate this process.

D. Review and Determination. Upon receipt of the three appraisals, the parties shall have five (5) business days in which to review the three appraisals and meet to determine whether the District wishes to complete the purchase of the property. The

purchase price shall be deemed to be the average appraised value of the property as determined by averaging the amounts set out in the three appraisals.

E. Payment of Purchase Price/Division of Costs. In the event the District shall elect to purchase the property, it shall have thirty (30) days in which to pay the purchase price to the City, at which time the City shall tender a Deed conveying title to the District. Each party shall pay the cost of the appraiser selected by them. The cost of the third appraiser shall be equally divided between the parties and shall be paid at the time the purchase price is paid and the Deed is delivered. The cost of preparing the Deed shall be paid by the City. All recording fees shall be paid by the District. In the event the District shall desire a title search or title insurance on the property conveyed, the District shall pay all such costs. In the event the District shall decide not to complete the purchase the property, the cost of the third appraiser shall be paid by the District and the City shall be reimbursed by the District for any funds advanced for this purpose. The City shall then have no further obligation to the District with respect to such sale and may proceed to market and sell the property to third parties without restriction.

F. Notice/Response Requirements. All notices and responses called for in this paragraph 17 shall be in writing and shall be required to be delivered in the following manner:

i) If to the District: by certified mail to the District's Superintendent at 736 Main Street, Boonville, MO 65233 or, in the alternative, by personal delivery to either the Superintendent or the President of the District's Board of Education.

ii) If to the City: by certified mail to the City Administrator for the City at 401 Main Street, Boonville, MO 65233, or, in the alternative, by personal delivery to either the City Administrator or the Mayor of the City.

iii) If delivery is in person, then the corresponding times for taking a required action under this paragraph 17 shall be calculated from the date of the personal delivery.

F. Time of the Essence. It is expressly understood and agreed that with respect to all notice and response requirements and time periods described in this paragraph 17, time shall be of the essence.

Section 18. Amendment.

This Agreement may be modified or amended at any time, in writing, by mutual agreement of the parties.

Section 19. Assignment.

Neither the City, nor the District shall transfer or assign its respective rights under this Memorandum of Agreement without the express written consent of the other party.

Sections 20: Agreement Binding.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. All previous agreements and understandings between the parties are hereby merged into this Agreement.

Section 21: Consent by Boonville Soccer Academy.

As the initial managing, marketing and maintenance contractor for the soccer complex (Missouri Soccer Park), Boonville Soccer Academy (BSA) hereby consents to and joins in the execution of this Joint Ownership Memorandum of Agreement and further agrees to be bound by the applicable provisions herein contained. BSA further agrees that it will not assign or transfer its rights and responsibilities hereunder with the prior approval of the City and the District.

Section 22: Signatures.

Copies of this Agreement bearing facsimile, photocopy or electronic signatures of the parties shall be deemed as valid and binding as the original document.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on this _____ day of _____, 2020.

**BOONVILLE R-1 SCHOOL DISTRICT
MISSOURI**

CITY OF BOONVILLE,

By: _____
Charles Melkersman, President
Boonville Board of Education

By: _____
Ned Beach, Mayor

DISTRICT

CITY

ATTEST:

ATTEST:

Secretary, Board of Education

City Clerk

(SEAL)

(SEAL)

BOONVILLE SOCCER ACADEMY, INC.

By: _____
President

BSA

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

**JOINT MANAGEMENT AND MAINTENANCE AGREEMENT
FOR MISSOURI SOCCER PARK**

This Agreement, made and entered into as of the ____ day of _____, 2020, by and between The City of Boonville, Missouri, a Municipal Corporation and political subdivision of the State of Missouri, whose principal place of business is located at 401 Main Street, Boonville, MO (hereinafter referred to as the "CITY"); and the Boonville, Missouri R-1 School District, a political subdivision of the State of Missouri, whose principal place of business is 736 Main Street, Boonville, MO (hereinafter referred to as the "DISTRICT"); and Boonville Soccer Academy, Inc., a Missouri General NonProfit Corporation, whose principal place of business is 611 Sixth Street, Boonville, MO, (hereinafter referred to as "MANAGER").

RECITALS

WHEREAS, the CITY and the DISTRICT are the owners, either jointly or severally, of certain property (hereinafter referred to in the aggregate as the PROPERTY) in Boonville, Cooper County, Missouri, consisting of approximately 211 total acres, more or less, as hereinafter described; and

WHEREAS, the MANAGER, desires to obtain the right to manage, operate and maintain certain portions of the PROPERTY under the terms and provisions of this Agreement and (other agreements as may be necessary) for the purpose of holding soccer and various other sporting events and tournaments thereon for the enjoyment of the public; and

WHEREAS, the parties have jointly engaged in the process of researching the various requirements of managing a soccer/sporting complex and have negotiated the following terms and conditions to be utilized in this project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions, and undertakings to be kept and performed by the parties as contained herein, and intending to be legally bound hereby, the parties hereto mutually agree as follows:

1. **Description of PROPERTY**. The PROPERTY covered by this Agreement which the MANAGER hereby agrees to manage and maintain, known as Missouri Soccer Park, is located at 1734 W. Ashley Road, Boonville, MO, and consists of six (6) soccer fields,

a storage building and common green space and sidewalks. The PROPERTY is more particularly described and identified by legal descriptions and aerial photos set out on Exhibit "A" (tracts owned by the CITY) and Exhibit "B" (tracts owned by the DISTRICT) hereto attached and incorporated by reference. The PROPERTY shall be commonly known and referred to as the Missouri Soccer Park.

2. Initial Term of Agreement, Renewal Provisions, and Meetings.

a) Initial Term. The initial term of this Agreement shall be for a period of twenty-four (24) months, commencing as of March 1, 2020, and expiring on the 28th day of February, 2022 ("Initial Term"), unless extended or terminated as hereinafter set out.

b) Renewal Term(s). With respect to the extension of this Agreement beyond the Initial Term, the parties may extend the Agreement at any time by mutual agreement, in writing. It is further expressly understood and agreed that the parties, by and through their duly designated representatives, shall meet at least bi-annually (twice each year) to discuss the management, operation and maintenance of the PROPERTY. Renewals or extensions of this Agreement may also be discussed at any of these meetings, together with any needs or concerns. At least fifteen (15) days notice of such meetings shall be given to the parties by regular mail or by electronic transmission. Each party shall designate one or more persons authorized to receive such notice, together with contact information. Notices shall be sent by the CITY, unless otherwise mutually agreed. Attendance by any two parties' designees shall constitute a quorum to transact business covered by this Agreement.

i) The MANAGER shall provide a written annual report on the Missouri Soccer Park to the Boonville City Council at the first February meeting of the City Council, beginning with calendar year 2022. Such report shall also be presented to the DISTRICT at its February School Board Meeting.

ii) After the initial term, and no later than February 28th of each year, the City Council shall vote on whether to extend the term of this Agreement for an additional period of not less than one (1) year. A similar determination shall also be made by the end of February by the DISTRICT. Provided, however,

this Agreement shall not be extended for a period of more than ten (10) years at a time.

In the event no action is taken with respect to renewal of this Agreement and its term of operation prior to the then current expiration date of the Initial Term or any renewal term, then such term shall expire at the end thereof.

3. **Compensation**. The various compensatory items covered by this Agreement are as follow:

a) The CITY agrees to provide an initial operating startup subsidy in the amount of \$10,000.00 to assist in hiring staff and maintaining the fields;

b) The CITY will pay the MANAGER for time and materials necessary for the maintenance and management of the PROPERTY. Time shall be calculated at the rate of \$18.00 per hour and the MANAGER shall submit an invoice for compensation monthly (to be consistent with the CITY'S pay period) for payment and a separate invoice for reimbursement for materials.

c) In _____, 2020, the MANAGER, the CITY and the DISTRICT shall meet at a mutually agreeable time to discuss compensation for the upcoming year. If normal operating costs have been identified, then the parties will determine if rental revenues for the PROPERTY facilities can be used for operational costs versus continued bank financing for field replacement costs.

d) If rental revenues are sufficient and are incorporated in operating costs, the CITY may use rental income to pay for time and materials of management and maintenance costs for the PROPERTY.

4. **Employment of Staff**. The MANAGER shall provide adequate staff to manage and maintain the PROPERTY for both daily field rentals and large tournaments or other permitted events. The cost for such staff shall be paid from the start up subsidy as described in paragraph 3, above.

5. **Duties of the MANAGER**. The general duties of the MANAGER shall include, but not by way of limitation the following:

a) Coordination of scheduling with the DISTRICT to ensure that events do not conflict;

b) Marketing and advertising of the PROPERTY to local, regional, state and other relevant soccer, frisbee, rugby and lacrosse organizations;

c) Collecting rental agreements, fees and costs associated with field rentals;

d) Mowing the championship grass field adequately to keep in excellent condition;

e) Grooming and cleaning the artificial turf fields in a diligent manner as needed;

f) Emptying trash receptacles;

g) Cleaning the DISTRICT'S bathrooms, if used, after all events and restocking supplies for use by the DISTRICT;

h) Cleaning the CITY'S bathrooms, after all events and restocking supplies for use by the CITY;

i) Routinely inspecting the PROPERTY for any significant issues that may require the CITY or its contractor to repair, including but not by way of limitation, damage to the artificial turf, cracking/breaking of sidewalks or seating areas, lighting problems, fungus or other problems on the Championship Field or issues with the storage building;

j) Maintaining all equipment that is used for maintenance of the PROPERTY. The MANAGER can utilize a contractor for reasonable equipment maintenance, if needed;

k) Ordering necessary supplies, such as field paint, etc., as needed to properly maintain the PROPERTY for sporting events;

l) Coordinating a cleanup of the fields two times per year, in December and March or as otherwise deemed appropriate;

m) No less frequently than quarterly, the MANAGER shall make a true, accurate and full accounting of all activities, and provide in a timely manner an update to the City Administrator for the CITY and to the DISTRICT'S Superintendent or other duly designated person. The MANAGER also acknowledges that MANAGER's records kept under the terms of this Agreement are subject to the Missouri Sunshine Law and shall endeavor to provide up-to-date records, upon request of the CITY, within 24 hours. If complete records are not able to be provided within the time required under the Sunshine Law, MANAGER shall provide a reasonable cost and timeline for the production of the requested records within the 24-hour response window to produce such records consistent with State law;

n) Promulgate, revise and suggest rules, regulations, application forms, fee schedules and other items to be used by third parties to reserve space at the soccer complex and to be observed by such third parties in connection with their use of the PROPERTY and submit them to the CITY and the DISTRICT in a timely manner for approval, subject to amendment from time to time. The initial rules and other items

to be in force for the PROPERTY are set out in "Exhibit "C" hereto attached and incorporated by reference;

o) Attending the bi-annual meetings of the parties as provided in paragraph 2;

p) Any other duties that are mutually agreed to by the CITY, the DISTRICT and the MANAGER that were not initially contemplated by this Agreement.

6. **Duties of the CITY.** The general duties of the CITY with regard to this Agreement shall include the following:

a) Paying for the operation of the soccer fields;

b) Repairing, or causing to be repaired, damage to sidewalks, gates, nets, artificial fields, championship natural grass field, and storage building, subject to review as mentioned in subsection a);

c) Maintaining and keeping property and liability insurance for the PROPERTY;

d) Assisting in a bi-annual (twice per year) cleanup of the PROPERTY, approximately in December and March;

e) Providing police for traffic direction control for tournaments or other specified times when deemed necessary;

f) Attending the bi-annual meetings of the parties as provided in paragraph 2, above.

7. **Duties of the District.** The general duties of the DISTRICT with regard to this Agreement shall include the following:

a) Providing reasonable ingress and egress upon and over the PROPERTY and other property of the DISTRICT for regular maintenance of the PROPERTY as contemplated in this Agreement and for scheduled team practices and for attendance by the public for sporting and other sanctioned events;

b) Maintaining and keeping property and liability insurance for the PROPERTY and for adjoining property owned by the DISTRICT;

c) Attending the bi-annual meetings of the parties as provided in paragraph 2, above.

8. **Management Authority.** It is understood and agreed with respect to matters pertaining to the management of the soccer complex PROPERTY, that the MANAGER

shall have the authority to make day-to-day management decisions concerning the full operation, maintenance and preservation of the PROPERTY except as expressly otherwise provided by this Agreement. It is intended that such authority shall include, but not by way of limitation, the ability to make decisions regarding the employment and discharge of staff, marketing and promotional activities, as well as payroll and business expenditures, together with all other matters pertaining to the operation and management of the Property as herein described.

Notwithstanding the foregoing provisions contained in this paragraph 8, in the event there shall be a difference of opinion between the parties as to any management decision or activity herein contemplated, the final authority to resolve such difference of opinion shall rest solely with the CITY and the DISTRICT, provided, however, that all changes in management guidelines and procedures desired by the CITY and the DISTRICT shall be clearly set out in a written notice provided to the MANAGER containing an effective date for such instructions, guidelines and procedures. Such effective date shall be not less than five (5) business days following the date of the written notice to the MANAGER. Absent such notice, all management decisions by the MANAGER under the terms of the Agreement shall be final and binding on all parties.

9. **Security and indemnification for Loss.** The MANAGER shall be solely responsible for the safekeeping of all money revenues and receipts collected at the park and will indemnify and hold the CITY and the DISTRICT harmless from any and all loss, theft, destruction, or vandalism of any property belonging to the CITY and the DISTRICT on account of misappropriation, dereliction or breach of security in the day-to-day operation of the PROPERTY.

10. **Care and Repair of the Premises.**

a) MANAGER shall not commit waste on the Missouri Soccer Park complex, nor permit any waste to be committed by any employee or staff member. MANAGER further agrees not to use, nor permit the use by others, of the PROPERTY in any manner that violates CITY ordinances or federal or state law.

b) If the Soccer Park complex or any building(s) thereon are damaged

by fire, explosion, earthquake, tornado, act of terrorism, civil unrest of other cause of damage which is not due to the fault or negligence of the MANAGER or its agents, employees or staff, the CITY will repair any such damaged portions of the premises to a condition as near as reasonably possible to the condition prior to such damage, to the extent that such repair can reasonably be made from insurance proceeds received by the CITY for the damage. If insurance proceeds are insufficient to repair such damage, and no other source of revenue is available to effect such repairs, then in such event, this Agreement may be terminated at the sole discretion of the CITY.

11. **Non-Discrimination.** It is expressly understood and agreed that the MANAGER shall not discriminate against any applicant for employment or any other person, group or entity while carrying out the business and management duties covered under this Agreement, on the basis of race, color, creed, religion, disability, gender, sexual orientation or national origin.

12. **Disputes, Breach of Agreement by Parties/Termination.** It is the intention of all parties to this Agreement to make every reasonable effort to resolve conflicts or differences between the parties informally and by mutual agreement. However, in the event a dispute shall arise that cannot be mutually and informally resolved among the parties, then in the event the terms of this Agreement shall be breached by the MANAGER, and such breach is deemed by either the DISTRICT or the CITY to be material in nature, notice of the matter shall be referred to a committee consisting of three (3) persons designated by the DISTRICT and three (3) persons designated by the CITY. The initial designees shall be the Superintendent, Assistant Superintendent and Athletic Director for the DISTRICT and the Mayor (or a City Councilperson designated by the Mayor, City Administrator and City Counselor for the CITY. Within fifteen (15) business days of receiving said notice, the Committee shall convene and take up the issue of whether or not such alleged breach of the Agreement is material or non-material, and what action shall be appropriate to address such matter. Any two committee members from the DISTRICT and any two committee members from the CITY (a total of 4) shall constitute a quorum and shall be authorized to conduct the business of the Committee. Notice of such Committee Meeting shall be given to the MANAGER not less than ten (10)

business days prior to such meeting. The notice shall be in writing and shall indicate the date, place and time of the meeting and shall indicate that the MANAGER and his/her legal counsel may attend and may address the Committee and present such materials and information as they shall deem appropriate for consideration on the matter before the Committee. In the event the Committee shall determine that the alleged breach is non-material, it may take appropriate action at that time, including discussing a mutual resolution with the MANAGER, issuing a reprimand, amending the terms of the Joint Management and Maintenance Agreement, or such other action as it shall deem appropriate, except for suspension or termination of the MANAGER. In the event the Committee shall determine that the alleged breach is material in nature, it may take any of the actions previously described above in this paragraph 11 and may further take action to suspend (with or without compensation) or terminate the MANAGER from his/her position. If suspension is determined by the Committee to be the appropriate action, it shall state the length and terms of the suspension. If termination is determined by the Committee to be the appropriate action, it shall state the date such termination shall become effective and the reason therefor. In the event of suspension or termination, the MANAGER shall return all keys, financial records, employment records, schedules, applications and all other materials and information pertaining to the management, maintenance and operation of the Missouri Soccer Park, within a reasonable time, not to exceed seventy-two (72) hours. It is understood and agreed that the determination of the Committee shall be final.

In the event the terms of this Agreement shall be breached by the DISTRICT or the CITY, the MANAGER may notify any member of the Committee above described, in writing, of the nature and substance of such alleged breach, and may further request a formal or informal hearing within fifteen (15) business days of such notice. Notice of the time, date and place of such Committee Meeting shall be provided to the MANAGER at least ten (10) business days prior to the meeting. If the matter is handled informally, the parties may decide on a mutually agreeable resolution. If a mutual agreement cannot be reached, the MANAGER may tender his or her resignation, return all keys and other items above described in this paragraph 12 and request any reasonable reimbursement for sums personally expended by the MANAGER for which a sufficient payment receipt can

be produced by the MANAGER. Any payment of a reasonable reimbursement request shall be determined by the Committee, which determination shall be final.

For purposes of this Agreement, written notice shall be deemed sufficient if hand-delivered, forwarded by electronic transmission, or mailed by standard first-class mail, to the parties at the respective addresses set out below in paragraph number 13(f).

13. General Provisions.

(a) Nonassignability. Neither this Agreement nor any right or interest hereunder shall be assignable by the MANAGER, its successors or permitted assigns, without the prior written consent of the CITY and the DISTRICT.

(b) Binding Agreement. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein contained and shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns. Notwithstanding the preceding provisions of this paragraph 9, it is contemplated that the MANAGER may enter into a separate Lease Agreement with the CITY AND THE DISTRICT concerning use of the PROPERTY, provided the terms of such Lease Agreement are consistent with the terms of this Joint Management and Maintenance Agreement.

(c) Amendment of Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

(d) Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

(e) Headings. The heading of various paragraphs or subparagraphs herein are included solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

(f) Notices. Any and all notices sent pursuant to this Agreement shall be in writing

sent by regular mail, electronic transmission, or shall be personally delivered to the parties hereto at the following addresses or such other addresses as they may designate:

If to the CITY :	Boonville City Administrator 401 Main Street Boonville, MO 65233
If to the DISTRICT :	Superintendent, Boonville R-1 School District 736 Main Street Boonville, MO 65233
If to the MANAGER :	Boonville Soccer Academy, President 611 Sixth Street Boonville, MO 65233

The parties shall notify each other at once of any change of address for purposes of this provision, which notification shall be in writing.

(g) Enforceability. The provisions of this Agreement shall be deemed to be severable and the validity or unenforceability of any particular provisions hereof shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Agreement shall be interpreted exclusively according to the laws of the State of Missouri.

(h) Electronic/Facsimile Copies. Copies of this Agreement bearing facsimile or electronic images of the true signatures of the parties shall be deemed to be valid and binding in the same manner as copies containing original signatures.

WITNESS the due execution hereof in triplicate original as of the day and year first above written.

CITY OF BOONVILLE, MISSOURI

By: _____
Mayor

CITY

BOONVILLE R-1 SCHOOL DISTRICT

By: _____
President, Board of Education
DISTRICT

BOONVILLE SOCCER ACADEMY, INC.

By: _____
President
MANAGER

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

EXHIBIT "A"

[Legal Descriptions and Aerial Photograph(s) of the PROPERTY
Owned by the CITY]

EXHIBIT “B”

[Legal Descriptions and Aerial Photograph(s) of the PROPERTY
Owned by the DISTRICT]

(Note: Certain tracts shown on Exhibit “B” are owned by the DISTRICT, but are **not** part of the Missouri Soccer Park and are included for informational purposes only)

EXHIBIT "C"

Application Form, Fee Schedules, Rules and Regulations and Other Information Required for Use of Missouri Soccer Park

*(Attach Approved Application Form, Fee Schedule and Other Printed Information
Prepared by BSA and the additional rules set out below)*

The following rules and regulations apply to all sporting event participants, coaches and patrons. These rules will be strictly enforced at all times for the safety of the public, so please observe them and enjoy your stay at Mid-Missouri Soccer Park.

1. Each player is responsible to play the game of soccer safely and should be knowledgeable about their ability or lack thereof;
2. All goals, corner flags and players benches are to remain on their designated field and shall not be moved for any reason without prior approval of game official(s). Failure to comply with this rule may result in suspension of playing and/or rental privileges;
3. Any temporary lining of fields with paint must be approved by the Soccer Park MANAGER;
4. Use of outside goals is prohibited unless first approved by the Soccer Park MANAGER;
5. Proper soccer attire (shoes, clothing, shin guards) must be worn at all times;
6. No smoking or tobacco products will be allowed anywhere on the premises;
7. Food should not be consumed on the synthetic fields;
8. Sunflower seeds are not allowed. If a patron or athlete is consuming sunflower seeds, he/she may be asked to leave. Any athlete consuming sunflower seeds will be suspended from playing for the duration of the event (or practice) at the complex;
9. Alcohol is strictly prohibited on the property of the soccer complex unless expressly approved and authorized, in advance, by the Soccer Park MANAGER, the CITY, and the DISTRICT. Alcohol possession or consumption on or within property owned exclusively by the DISTRICT is strictly prohibited under any circumstances without the express approval of the DISTRICT'S Board of Education;

10. Players not conducting themselves in an orderly and sportsmanlike manner, or not in compliance with these rules and regulations may be evicted from the premises by the Soccer Park MANAGER, game officials, supervisor or other soccer complex employees. Final determination of disqualifying behavior shall be made by the Soccer Park MANAGER or his official designee;

11. The fields will be occasionally closed for maintenance and at such times as weather dictates;

12. No pets are allowed on the synthetic fields;

13. Roller blades and skateboards are strictly prohibited on the fields and on adjacent common areas;

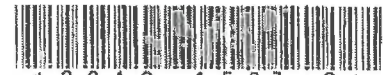
14. Parking is allowed in designated areas only;

15. Only authorized golf carts and utility vehicles will be allowed on the sidewalks and walking paths at any time;

16. Field use is by reservation only. Field reservations are available through www.mosoccerpark.org., or by calling (660) 882-_____.

NOTE: Rules and regulations are subject to revision without notice. Parties may check for updated versions on the Soccer Park official website at www.mosoccerpark.org.

EXHIBIT A-1

Page 1 of 3
Pages

* 2 0 1 6 - 1 5 8 7 2 *

2016-1587

Part Fields 3, 4

NANCY FISHER
RECORDER OF DEEDS
COOPER COUNTY MISSOURI
RECORDED ON
06/16/2016 02:09PMREC FEE: \$27.00
PAGES: 2TRUSTEES' DEED

THIS DEED made and entered into this 14th day of June 2016, by and between **Richard L. Lenz** and **Ruth Ann Lenz**, Trustees of the **Richard L. Lenz and Ruth Ann Lenz Trust**, dated February 4, 2009, hereinafter referred to as First Parties, (Grantors), and **The City of Boonville**, a Municipal Corporation, whose mailing address is: 401 Main St., Boonville, Cooper County, Missouri 65233, hereinafter referred to as Second Party, (Grantee).

WITNESSETH:

WHEREAS, **Richard L. Lenz** and **Ruth Ann Lenz** are the duly appointed, qualified, and acting Trustees under the **Richard L. Lenz and Ruth Ann Lenz Trust**, and

WHEREAS, under the terms of said instrument, **Richard L. Lenz** and **Ruth Ann Lenz**, the Trustees, are authorized to sell or convey any of the real or personal property held under the terms of the Trust as said Trustees in their sole discretion, said property to be sold at public or private sale and under such terms and conditions and at such prices as said Trustees deem best.

NOW, THEREFORE, First Parties in their capacity as Trustees and under the authority granted to them under said Trust Agreement, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to them paid by the Second Party, the receipt of which is hereby acknowledged, do by these present, GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the Second Party, and their successors and assigns, the following described real estate situated in the County of Cooper, State of Missouri, to-wit:

A strip of land being part of a tract of land previously described in Book 566, Page 672 of the Cooper County records, said strip being located in the Northwest part of the Southeast Quarter of Section 10, Township 48 North, Range 17 West, Cooper County, Missouri, with the boundary of this strip of land being more particularly described as follows:

Beginning at a pipe-axel found at the Northwest corner of said Southeast Quarter of Section 10, (Also being the Northwest corner of the fifth described tract of the first above said Deed filed in Book 566, Page 672, Cooper County records and also being the Northeast corner of an adjacent school tract described in Book 134, Page 635, Cooper County records); thence S00°27'30"W, along the quarter section line between the above said two tracts for a distance of 1,032.60 feet to the Northwest corner of a strip of land to the school as described in Book 536, Page 103, Cooper County records; thence S89°32'30"E, along the North line of the last said parcel per Book 536, Page 103, Cooper County records for a distance of 180.00 feet to the Northeast corner thereof; thence N00°27'30"E, parallel with the quarter section line for 1,034.70 feet to the North line of said Southeast Quarter of Section 10; Thence S89°47'21"W, along said North line of the Southeast Quarter for 180.01 feet to the point of "Beginning". (The bearings of this description are relative to two previous surveys conducted in 2007 by Timothy J. Reed, PLS #2089, and filed in survey Book 8, Page 333 and 336.)

First Parties further state that the **Richard L. Lenz and Ruth Ann Lenz Trust**, is still in full force and effect; and that the above described real estate was acquired by the Trust by Warranty Deed recorded in Book 566, Page 672, Deed Records of Cooper County, Missouri and that **Richard L. Lenz and Ruth Ann Lenz**, as Trustees have authority under the terms of said trust to execute this conveyance; that **Richard L. Lenz and Ruth Ann Lenz**, Trustees, further state that **Richard L. Lenz and Ruth Ann Lenz**, as Settlers of said Trust, did not exercise any of the rights reserved by Settlers in the Trust Agreement; that since the date of the Trust, the real estate has not been withdrawn from the Trust, the Trust Agreement has not been terminated or revoked and the Trust Agreement has not been changed, altered, modified or amended.

TO HAVE AND TO HOLD the said premises, with all the rights, privileges, and appurtenances to the same belonging or in anywise appertaining unto Second Party and unto its successors and assigns forever; the First Parties in their capacity as Trustees hereby covenanting that they, as Trustees, are lawfully seized of an indefeasible estate in Fee Simple in the premises herein conveyed; that they have good right to convey the same; and that they will WARRANT AND DEFEND the title to the premises unto the said Second Party, and unto its successors and assigns FOREVER, against the lawful of all persons claiming by, through or under them.

IN WITNESS WHEREFORE, the First Parties have hereunto set their hand and seal the day and year first above written.

Richard L. Lenz and Ruth Ann Lenz Trust,
dated February 4, 2009

By: Richard L. Lenz
Richard L. Lenz, Trustee

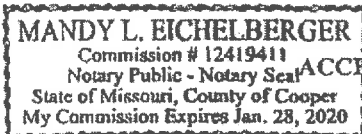
By: Ruth Ann Lenz
Ruth Ann Lenz, Trustee

STATE OF MISSOURI)
)§
COUNTY OF COOPER)

On this 14th day of June 2016, before me personally appeared Richard L. Lenz and Ruth Ann Lenz, Trustees of the Richard L. Lenz and Ruth Ann Lenz Trust, to me known to be the person described in and who executed the foregoing instrument, and that said Trust is still in full force and effect.

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

My Commission Expires: Jan. 28, 2020



ACCEPTED BY: CITY OF BOONVILLE, MISSOURI

Mandy L. Eichelberger
Mandy L. Eichelberger, Notary Public

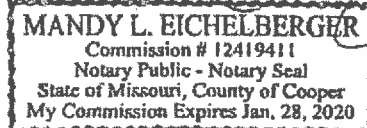
By: Julie Thacher
Julie Thacher, Mayor

STATE OF MISSOURI)
)§
COUNTY OF COOPER)

On this 14th day of June 2016, before me personally appeared Julie Thacher, to me known to be the Mayor of The City of Boonville, Missouri, and that the seal affixed to the foregoing instrument is the Corporate seal of said City and that said instrument was signed and sealed in behalf of the City by authority of its City Council and the said Mayor acknowledged the instrument to be the free act and deed of the City.

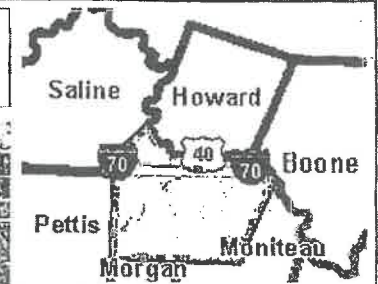
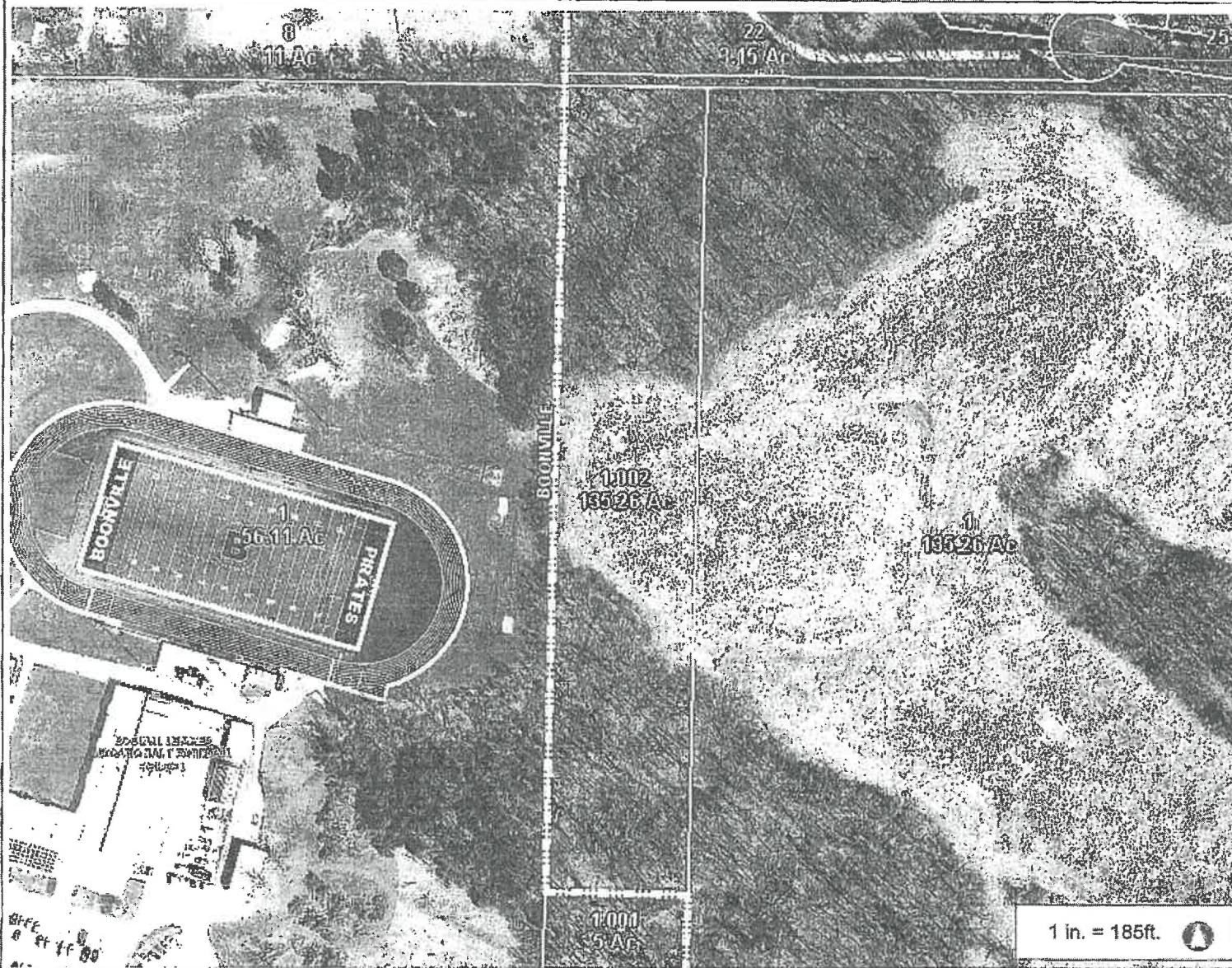
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State the day and year first above written.

My Commission Expires: Jan. 28, 2020



Mandy L. Eichelberger
Mandy L. Eichelberger, Notary Public

Cooper County, MO



Legend

- Road
 - <all other values>
 - Interstate
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Railroad
- Parcel
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Stream
- Water Boundary
- County Boundary

Notes

1 in. = 185ft.

EXHIBIT A-1

Page 3 of 3 Pages

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT A-2

Page 0 of 4 Pages



* 2 0 1 5 - 3 1 3 6 3 *

2015-3136

Fields 6, 7

NANCY FISHER
RECORDER OF DEEDS
COOPER COUNTY MISSOURI
RECORDED ON
12/22/2015 09:59AM

REC FEE: \$30.00
PAGES: 3

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this **22nd of December, 2015**, by and between

James Brent Hodges and Jolene D. Hodges, husband and wife,
Party or Parties of the First Part, of **COOPER** County, State of **MISSOURI**, grantor(s), and

City of Boonville, Missouri,
Party or Parties of the Second Part, of **COOPER** County, State of **MISSOURI**, grantee(s).

Grantee's mailing address is: **401 Main Street, Boonville, MO 65233.**

WITNESSETH, that the said Party or Parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Party or Parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Party or Parties of the Second Part the following described Real Estate, situated in the County of **COOPER** and State of **Missouri**, to wit:

See Attachment "A" for legal description

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Party or Parties of the Second Part forever, the said Party or Parties of the First Part covenanting that said Party or Parties and the heirs, executors, administrators and assigns of such Party or Parties shall and will WARRANT AND DEFEND the title to the premises unto the said Party or Parties of the Second Part, and to the heirs and assigns of such Party or Parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2015 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Party or Parties of the First Part has or have hereunto set their hand or hands the day and year first above written.


James Brent Hodges

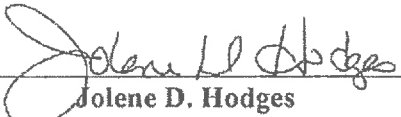

Jolene D. Hodges

EXHIBIT A-2

Page 2 of
4 Pages

STATE OF MISSOURI)
) ss.
COUNTY OF COOPER)

On this **22nd** day of **December, 2015**, before me personally appeared **James Brent Hodges and Jolene D. Hodges, husband and wife**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

My term expires: **06-16-2019**.


Signed _____ Notary Public

Bruce R. Quinlan



BRUCE R. QUINLAN
My Commission Expires
June 16, 2019
Cooper County
Commission #15423625

(SEAL

EXHIBIT A-3Page 3 of
4 Pages**Attachment "A"**

Property Boundary Description "TRACT #1": The southern part a tract of land previously described in Book 444, page 001 of the Cooper County Records, located in Southwest Quarter of Section 10, Township 48 North, Range 17 West, City of Boonville, Cooper County, Missouri, with the boundary of said southerly part being more particularly described as follows:

Commencing at a found iron rod on the easterly ("left") right-of-way line of Missouri Highway 5, (a.k.a. Ashley Road), at the northwest corner of said tract per Book 444, Page 001, also being the southwest corner of an adjacent school tract described in Book 134, Page 635; thence S.34°11'14"W, along said easterly right-of-way line of Missouri Highway 5 for a distance of 221.39 feet to a set iron rod at the point of "Beginning" for this property boundary description; thence continuing along said right-of-way line on the following three courses, S.34°11'14"W for 223.66 feet to Sta. 45+00, at 60 feet left of centerline; thence on a curve to the right having a radius of 2,924.79 feet, an arc length of 168.27 feet, and a chord of S.34°13'14"W for 168.25 feet to an iron rod found at the northwestern corner of a tract previously described in Book 136, Page 409 of the Cooper County Records; thence departing said right-of-way of Highway 5, and now along the northern line of said tract per Book 136, Page 409 on the following courses, S.41°14'21"E for 92.20 feet to a found iron rod; thence S.36°22'42"W, approximately parallel with the east line of said highway for 187.46 feet to a found iron rod at the northern corner of a parcel previously described in Book 155, Page 991 of the Cooper County Records; thence S.00°09'29"W, along the easterly line of the last said parcel for 96.85 feet to a found iron rod at the southeast corner of the last said parcel, on the north line of said tract per Book 136, Page 409; thence S.75°14'10"E, along the north line of the last said tract for 969.21 feet to the northeast corner thereof, on the west line of the above said school tract per Book 134, Page 635, (from said corner a found iron rod bears S.75°14'10"E, 1.87 feet); thence from said corner N.00°04'00"E, along the common line between the said tract per Book 444, Page 001 and the school tract for a distance of 504.98 feet to the southeast corner of a tract per Book 258, Page 114, (from said corner a found iron pipe bears N.88°09'53"W, 0.6 feet); thence from said corner N.88°09'53"W, along the south line of said tract per Book 258, Page 114 for a total of 176.74 feet to a found iron pipe at the southwestern-most corner of said tract; thence N.03°41'52"E along the western line of the last said tract, and the northern extension of same line for a total of 219.19 feet to an iron rod set on another southern line of same tract per Book 258, Page 114; thence N.87°49'08"W, along said southern line for 96.81 feet to a found railroad rail in concrete at another southwesterly corner of same tract; thence N.02°10'50"E, along the western line of said tract for 28.84 feet to a set iron rod; thence leaving the lines of the last said tract N.87°49'10"W for 66.94 feet to an iron rod set one foot east from an existing steel pipe fence corner post; thence northwesterly, parallel with and one foot northerly from said fence on the following three courses, N.31°42'04"W for 93.74 feet to a set iron rod; thence N.58°52'31"W for 76.13 feet to a set iron rod; thence N.88°50'48"W for 231.07 feet to a set iron rod on the easterly right-of-way line of Missouri Highway 5 at the point of "Beginning", containing 12.85 acres, more or less, and being subject to or having the benefit of easements and/or restrictions of record or not of record, including a non-exclusive 30-foot wide access easement for the owners of both Tracts #1 and #2, located along the existing lane as shown on the plat of survey for this Tract #2 noted below. (Bearings are based upon a resurvey of the adjacent school property by Tim J. Reed, PLS #2089 dated June 15, 2007, and filed in Survey Book 8, Page 333 of the Cooper County Records.) See also the "Parcel Boundary Adjustment Survey" filed for record in Survey Book _____ Page _____ of the Cooper County Records.

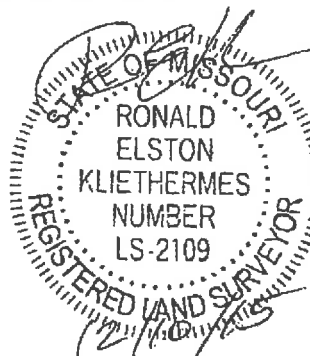
Document 2015-3135

Prepared by: MECO Engineering Company, Inc., 2701 Industrial Drive, Jefferson City, Missouri 65109
Missouri LS Corp License No. 000186

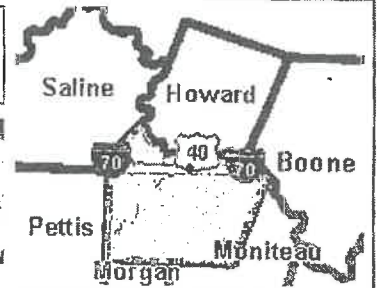


RONALD E. KLIETHERMES, PLS
MISSOURI PLS #2109

DATE: DEC. 10, 2015

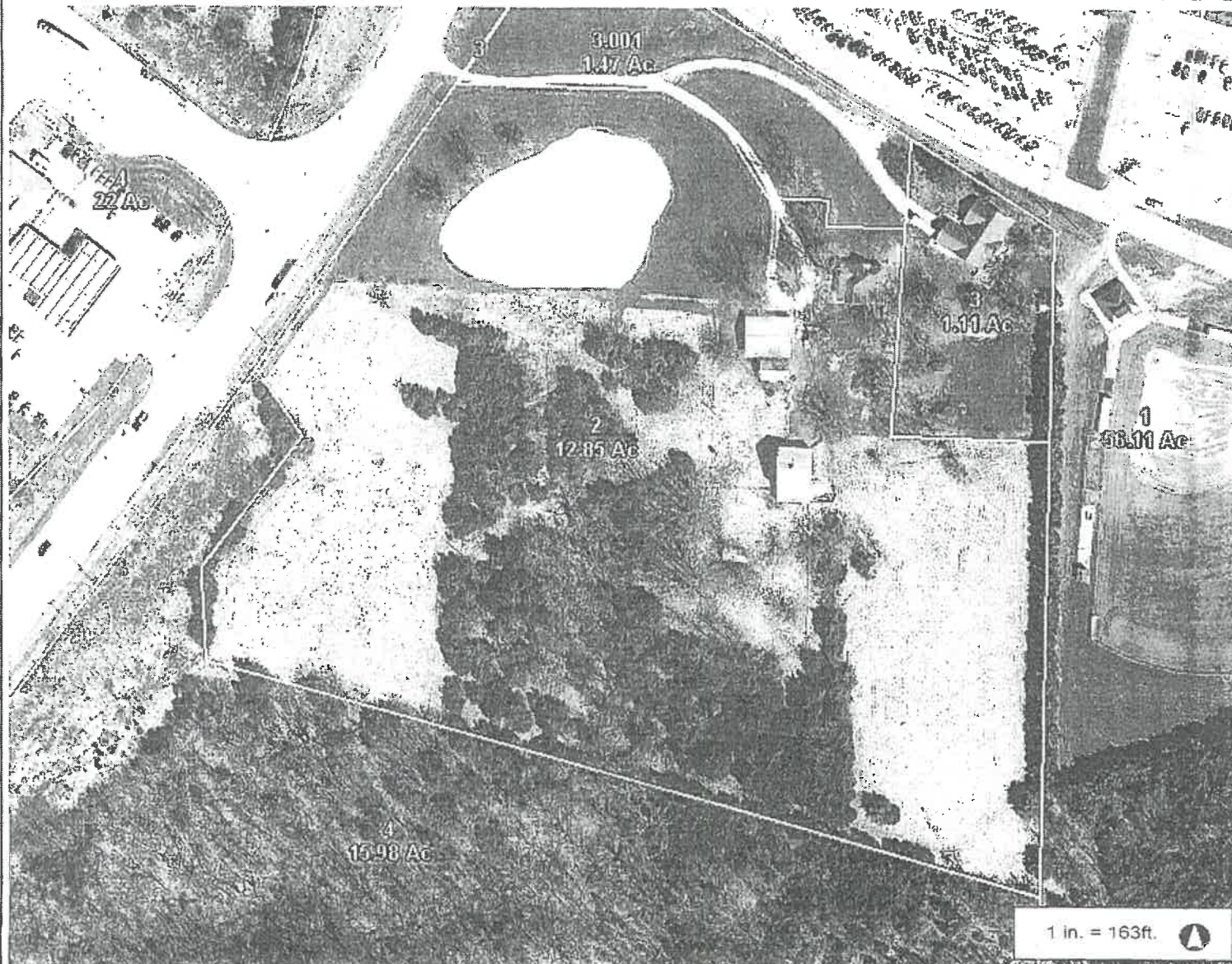


Cooper County, MO



Legend

- Road
 - <all other values>
 - Interstate
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Railroad
- Parcel
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Stream
- Water Boundary
- County Boundary



326.5 0 163.27 326.5 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT A-2

Page 4 of 4 Pages

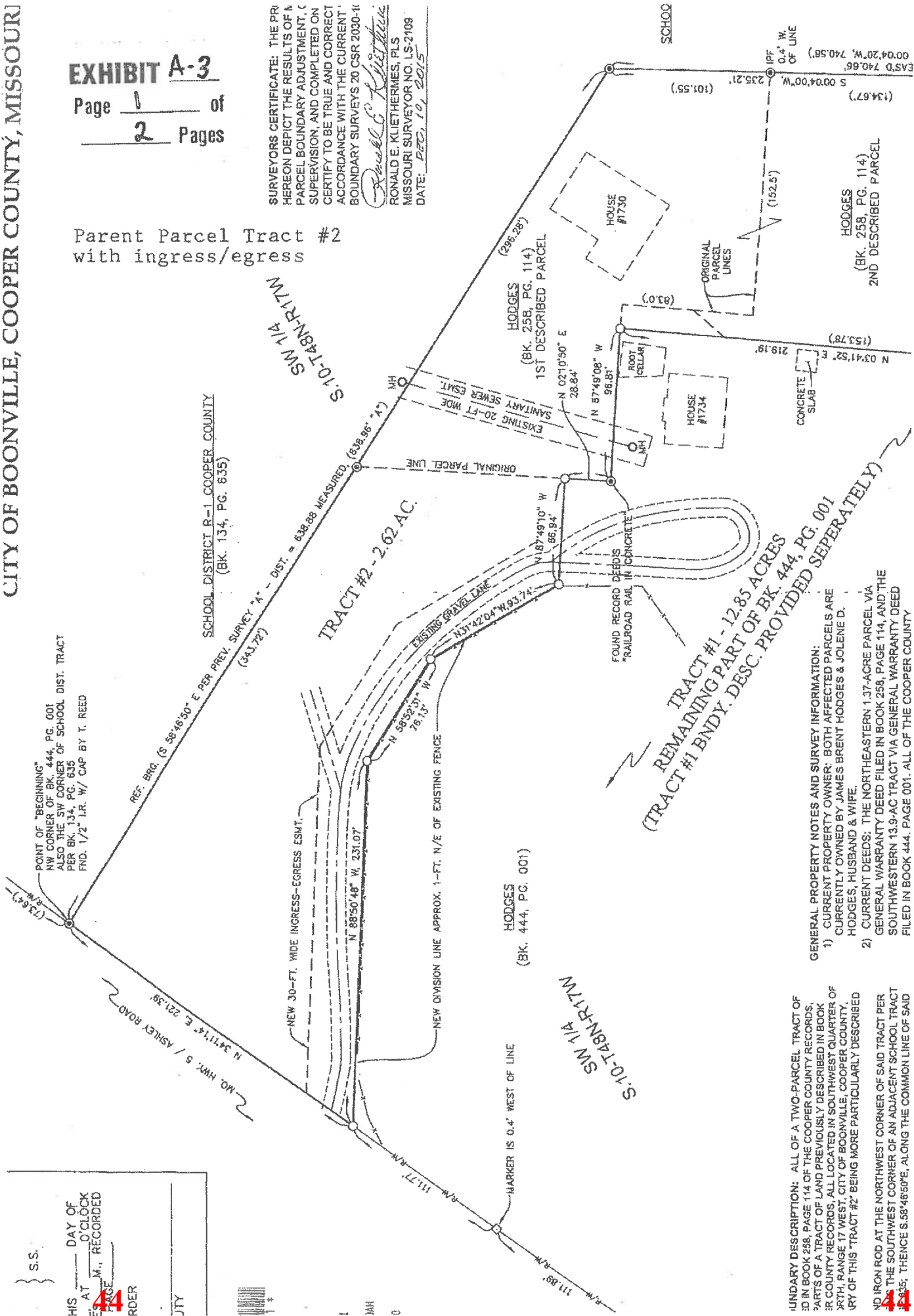
Notes

EXHIBIT A-3

Page 1 of 2 Pages

Parent Parcel Tract #2
with ingress/egress

SURVEYORS CERTIFICATE: THE PRI
HEREON DEPICT THE RESULTS OF A
PARCEL BOUNDARY ADJUSTMENT, (C
SUPERVISION, AND COMPLETED ON
CERTIFY TO BE TRUE AND CORRECT
ACCORDANCE WITH THE CURRENT
BOUNDARY SURVEYS 20 CSR 2030-11
RONALD E. KLIETHERMES, PLS
MISSOURI SURVEYOR NO. LS-2109
DATE: DEC, 10, 2015



BOUNDARY DESCRIPTION: ALL OF A TWO-PARCEL TRACT OF
BOOK 258, PAGE 114 OF THE COOPER COUNTY RECORDS,
PARTS OF A TRACT OF LAND PREVIOUSLY DESCRIBED IN BOOK
258, RANGE 17 WEST, CITY OF BOONVILLE, COOPER COUNTY,
OF THIS TRACT #2 BEING MORE PARTICULARLY DESCRIBED
BY AN IRON ROD AT THE NORTHWEST CORNER OF SAID TRACT PER
BOOK 258, PAGE 114, AND THE
SOUTHWEST CORNER OF AN ADJACENT SCHOOL TRACT
BOOK 258, PAGE 114, ALONG THE COMMON LINE OF SAID
TRACTS; THENCE S 59° 46' 50" E, ALONG THE COMMON LINE OF SAID

GENERAL PROPERTY NOTES AND SURVEY INFORMATION:
1) CURRENT PROPERTY OWNER: BOTH AFFECTED PARCELS ARE
CURRENTLY OWNED BY JAMES BRENT HODGES & JOLENE D.
HODGES, HUSBAND & WIFE.
2) CURRENT DEEDS: THE NORTHEASTERN 1.37-ACRE PARCEL VIA
GENERAL WARRANTY DEED FILED IN BOOK 258, PAGE 114, AND THE
SOUTHWESTERN 13.9-AC TRACT VIA GENERAL WARRANTY DEED
FILED IN BOOK 444, PAGE 001. ALL OF THE COOPER COUNTY

TRACT #1 - 12.85 ACRES
REMAINING PART OF BK. 444, PG. 001
(TRACT #1 BNDY. DESC. PROVIDED SEPERATELY)

TRACT #2 - 2.62 AC.

SCHOOL DISTRICT R-1 COOPER COUNTY
(BK. 134, PG. 635)

REF. BRG. (S 59° 46' 50" E PER PREV. SURVEY "A" - DIST. = 638.88 MEASURED (343.72')

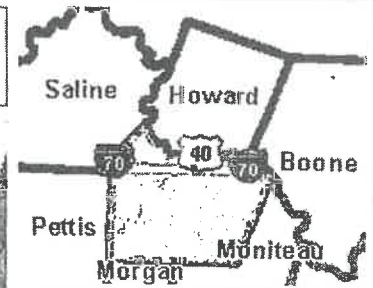
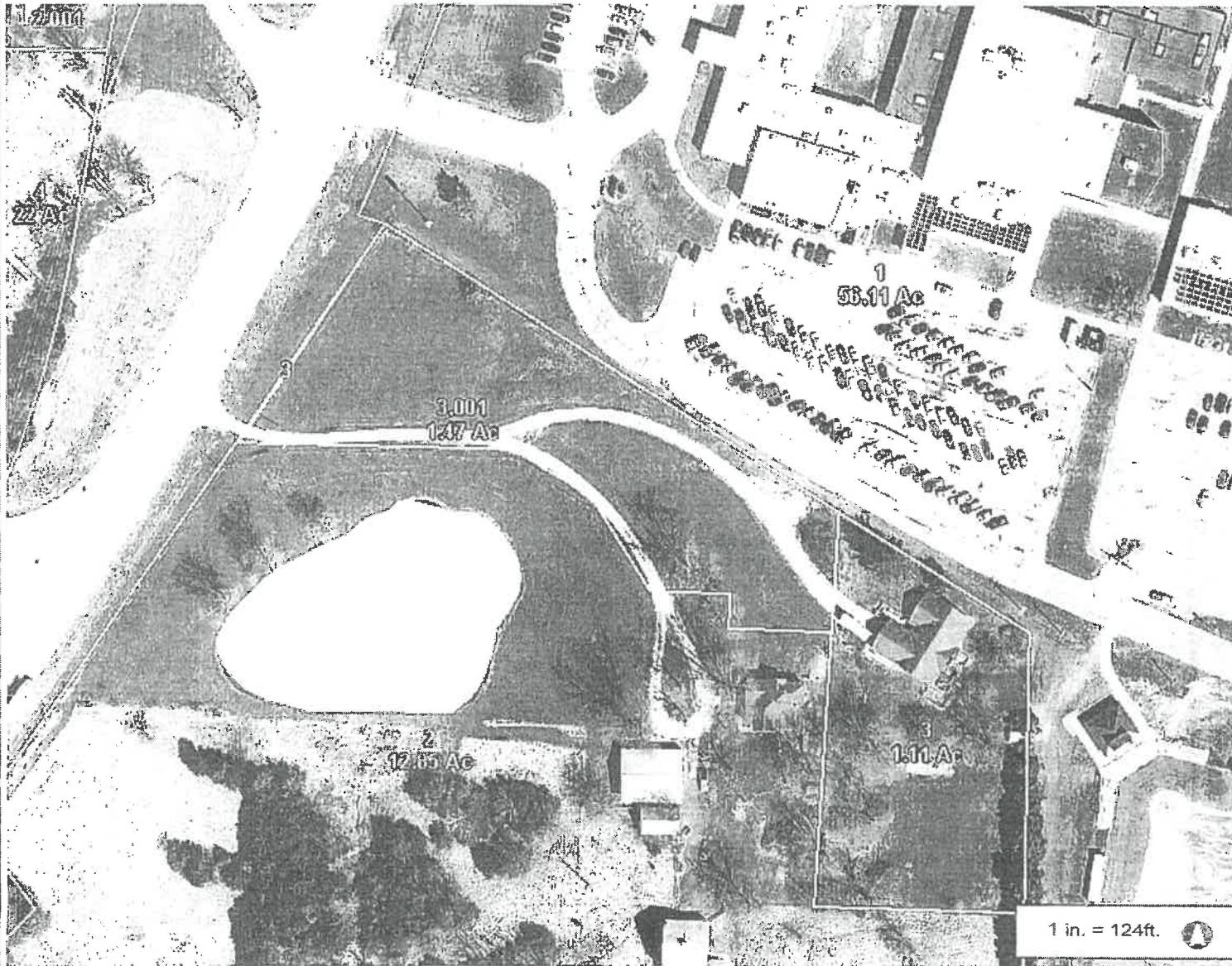
POINT OF "BEGINNING"
NW CORNER OF BK. 444, PG. 001
ALSO THE SW CORNER OF SCHOOL DIST. TRACT
PER BK. 134, PG. 635
FND. 1/2" I.R. W/ CAP BY T. REED

S.S.

HIS DAY OF
AT O'CLOCK
P.M., RECORDED
PAGE
RDER

JTY

Cooper County, MO



Legend

- Road
 - <all other values>
 - Interstate
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Railroad
- Parcel
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Stream
- Water Boundary
- County Boundary

1 in. = 124ft.

247.2 0 123.58 247.2 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT A-3
Page 2 of 2 Pages

EXHIBIT "B"

[Legal Descriptions and Aerial Photograph(s) of the PROPERTY
Owned by the DISTRICT]

(Note: Certain tracts shown on Exhibit "B" are owned by the DISTRICT, but are not part of the Missouri Soccer Park and are included for informational purposes only)

Ack'd before
Mabel M. Schmitthausen, No.
Co Co Mo.
March 16, 1968 LS

GENERAL WARRANTY DEED

LB 201 22 P

THIS INDENTURE, Made on the 22nd day of December
A. D. One Thousand Nine Hundred and Sixty-six by and between

Ralph Snider and Maude M. Snider, husband and wife,

Fields 1,2
Part Fields
3,4,5

of the ----- of ----- in
the County of Cooper and State of Missouri, parties
of the First Part, and School District R-1 Cooper County, Boonville, Missouri,
Which has a present mailing address of 700 Main Street, Boonville, Missouri.

of the ----- of ----- in
the County of Cooper and State of Missouri, party
of the Second Part:

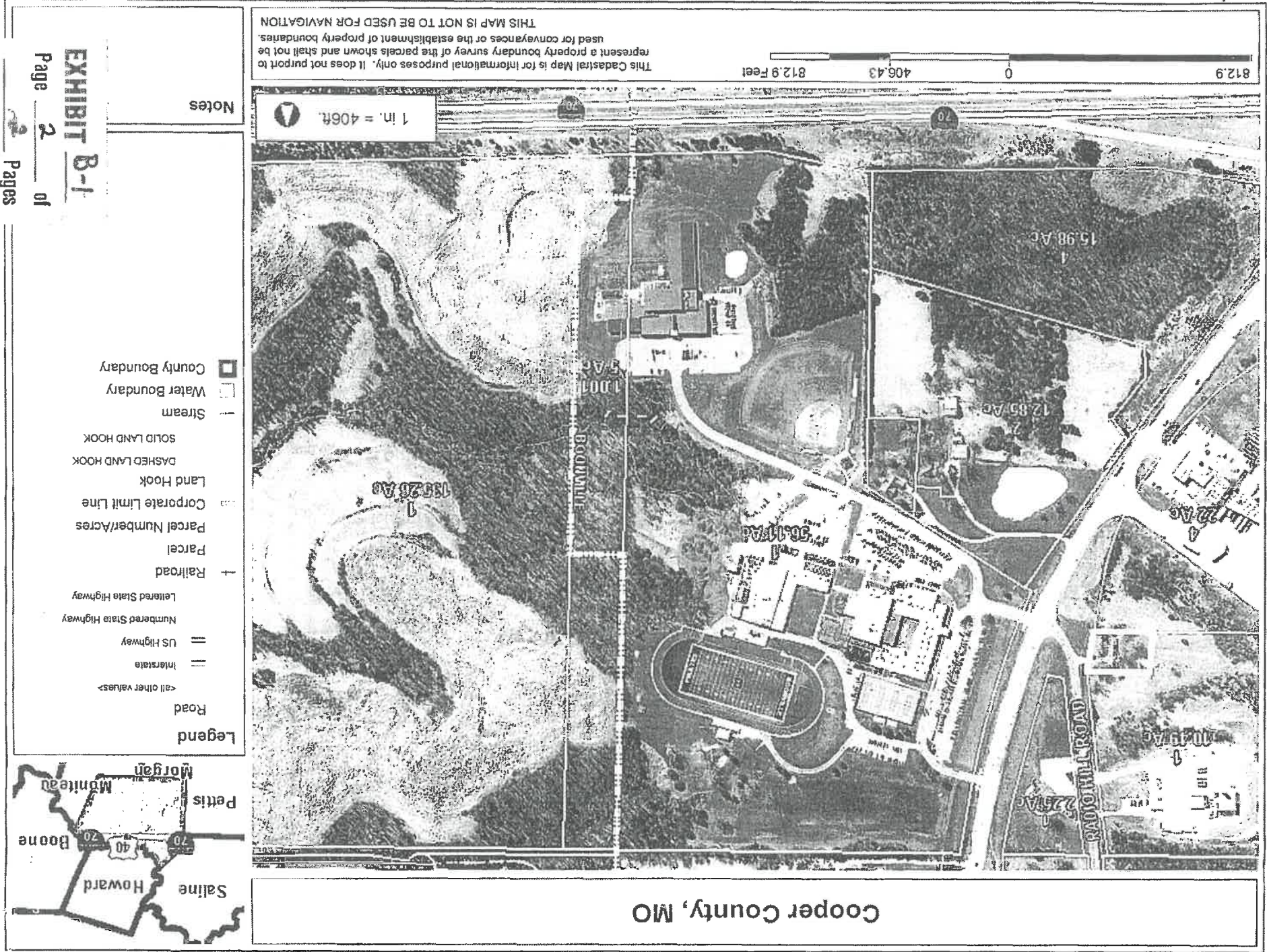
WITNESSETH, That the said parties of the First Part, in consideration of the sum of
Ten Dollars and other valuable consideration ~~DOLLARS~~
to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged,
do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the
Second Part, its successors heirs and assigns, the following described Lots, Tracts or Parcels of Land,
lying, being and situate in the County of Cooper and State of Missouri to-wit:
All

Beginning at the Northeast corner of the Southwest
quarter of Section 10, Township 48, Range 17, running
thence West along the quarter section line one thousand
one hundred fourteen (1114) feet to the East right-of-way
line of Missouri State Highway No. 5, thence Southwesterly
along said highway line nine hundred eighty-five (985)
feet to an iron pin, thence South 59° East six hundred
forty (640) feet to an iron pin, thence South one thousand
seventy-four (1074) feet to an iron pin on the North right-
of-way line of U.S. Interstate Highway No. 70, thence
Easterly along said highway line eight hundred thirty-
four (834) feet to the quarter section line, thence North
along said quarter section line two thousand four hundred
and eight (2408) feet to the point of beginning, containing
fifty-six and eleven hundredths (56.11) acres, more or
less, in the Southwest quarter of Section Ten (10), Town-
ship Forty-eight (48) North Range Seventeen (17) West 5th
P.M. Subject to roads.

Book 143 Page 635

EXHIBIT 8-1

Page 1 of
2 Pages



Recorded in
Book 536 Pages 103-104
Cooper County Recorder

Part Field 5

GENERAL WARRANTY DEED

THIS DEED, made and entered into this 14 day of September, 2007, by and between RICHARD L. LENZ and RUTH ANN LENZ, husband and wife, of the County of Cooper, State of Missouri, GRANTORS and BOONVILLE R-1 SCHOOL DISTRICT, of the County of Cooper, State of Missouri, GRANTEE. (mailing address of said first named grantee is 736 Main Street, Boonville, MO 65233.)

WITNESSETH, that the said GRANTORS, for and in consideration of a charitable contribution to GRANTEE, Boonville R-1 School District, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM and GIFT unto the said GRANTEE, an undivided one-fifth interest in the following described Real Estate, situated in the County of Cooper and State of Missouri, to-wit:

An undivided one-fifth interest of:

A tract of land located in the southeast quarter of Section 10, Township 48 N, Range 17W, in Cooper County, Missouri, being part of the tract described by a warranty deed recorded in Book 477, Pages 104-105, described as follows:

Starting at the center of Section 10-48-17, thence S 0°27'30"W, along the quarter section line, 1032.31 feet to the point of beginning. From the point of beginning, thence, leaving the quarter section line, S 89°32'30"E 180.00 feet; thence S 0°27'30"W 1210.00 feet; thence N 89°32'30"W 180.00 feet to the quarter section line; thence N 0°27'30"E, along said line, 1210.00 feet to the beginning and being referenced by survey recorded 9/12/2007 in Book 8 Page 336, Records of Cooper County, Missouri.

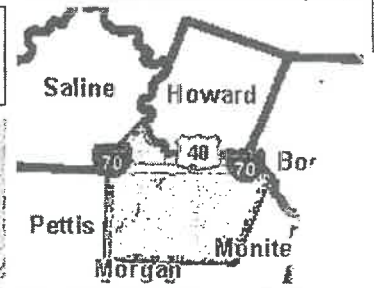
SUBJECT to easements and restrictions of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE and to the successors and assigns of such GRANTEE forever.

EXHIBIT B-2

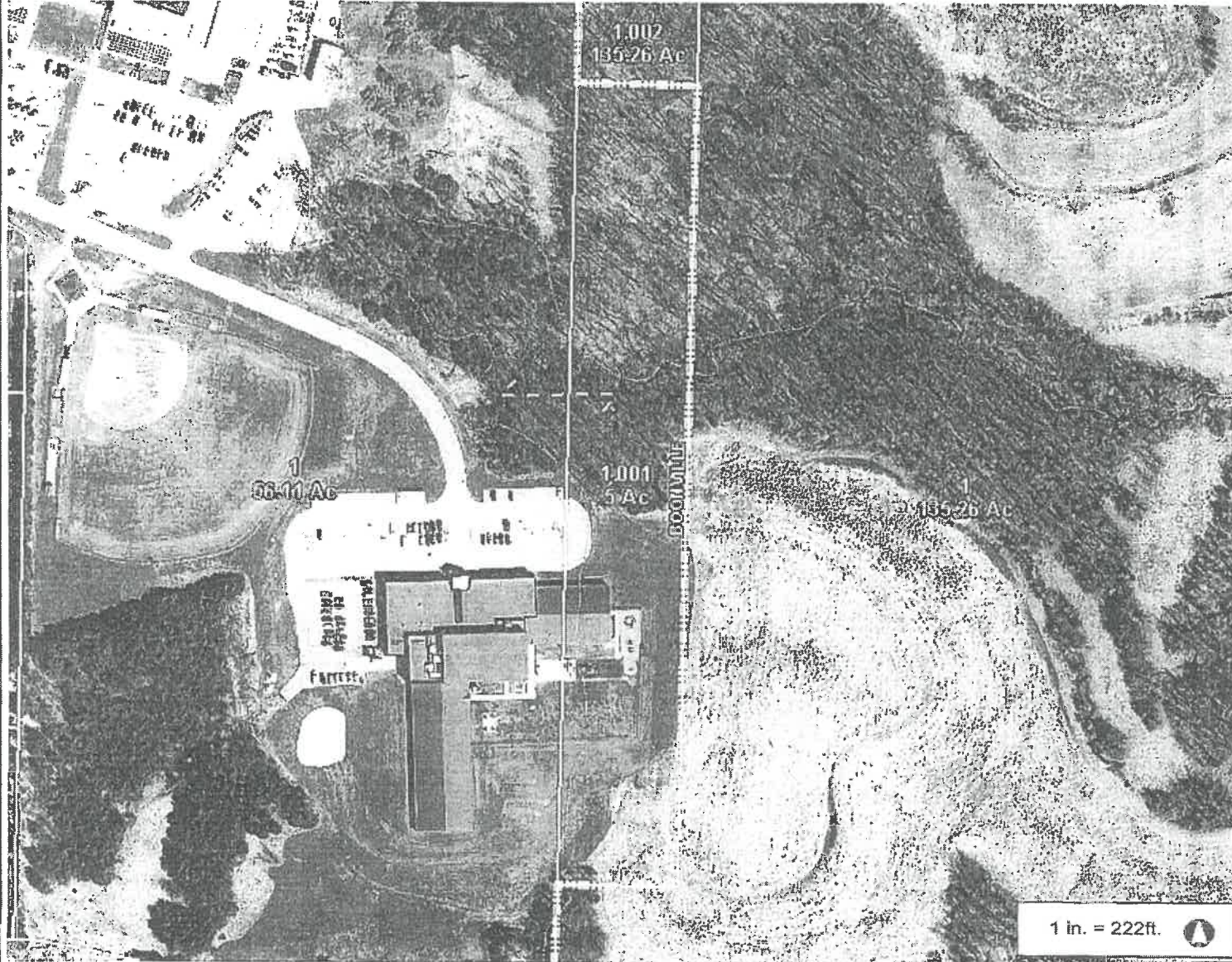
Page 1 of
2 Pages

Cooper County, MO



Legend

- Road
 - <all other values>
 - Interstate
 - US Highway
 - Numbered State Hig.
 - Lettered State Highwa.
- Railroad
- Parcel
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Stream
- Water Boundary
- County Boundary



1 in. = 222ft.

Notes

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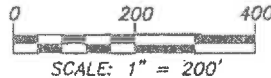
THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT B-2

Page 2 of 2 Pages

EXHIBIT B-3

Page 1 of 2 Pages



Survey Description For 55Ac +/- HS, VT & HC

MONUMENT LEGEND

⊕	IRON
⊕	R/W MARKER
F	FOUND
S	SET

BEARINGS ARE REFERENCED TO THE 1/4 SECTION LINE AS SHOWN BY SURVEY RECORDED IN BOOK 5 PAGE 278.

THIS IS TO CERTIFY THAT ON JUNE 15, 2007, I MADE A SURVEY FOR BOONVILLE R-1 SCHOOL DISTRICT OF A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10 T48N R17W, IN BOONVILLE, COOPER COUNTY, MISSOURI AND BEING THE TRACT SHOWN BY A SURVEY RECORDED IN BOOK 134 PAGE 660.

BEGINNING AT THE CENTER OF SECTION 10-48-17, THENCE S 0°27'30"W, ALONG THE 1/4 SECTION LINE, 2392.31 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 70; THENCE ALONG SAID RIGHT-OF-WAY, S 87°37'30"W 487.12 FEET; THENCE N 78°20'20"W 309.23 FEET; THENCE S 87°37'30"W 20.49 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, N 0°04'20"E 1070.78 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED BY A SURVEY RECORDED IN BOOK 5 PAGE 108; THENCE N 58°46'50"W, ALONG THE NORTHERLY LINE OF SAID TRACT, 638.96 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE ROUTE 5; THENCE ALONG SAID RIGHT-OF-WAY, N 34°09'30"E, 73.64 FEET; THENCE ALONG A CURVE TO LEFT, HAVING A RADIUS OF 2984.79 FEET, A DISTANCE OF 714.79 FEET, THE CHORD BEING N 15°40'40"E 713.09 FEET; THENCE N 8°49'10"E 191.57 FEET TO THE 1/4 SECTION LINE; THENCE ALONG SAID LINE, N 89°22'50"E 1110.93 FEET TO THE BEGINNING AND CONTAINING 55.21 ACRES.

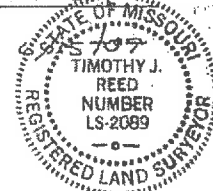
THIS TRACT IS SUBJECT TO EASEMENTS TO AT&T FOR COMMUNICATION LINES RECORDED IN BOOK 165 PAGE 377 AND BOOK 167 PAGE 116, LOCATED AS SHOWN ON THE PLAT.

THIS SURVEY OF URBAN PROPERTY WAS MADE IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY:
ENGINEERING SURVEYS & SERVICES

Timothy J. Reed

TIMOTHY J. REED
PROFESSIONAL LAND SURVEYOR
LS 2089



STATE OF MISSOURI } SS
COUNTY OF BOONE

ON THIS 15th DAY OF JUNE, 2007 BEFORE ME PERSONALLY APPEARED TIMOTHY J. REED TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR FIRST ABOVE WRITTEN.
MY TERM EXPIRES JANUARY 5, 2008.

David A. Bennett

DAVID A. BENNETT, NOTARY PUBLIC

CENTER OF SECTION 10-48-17

5'

9'

S 0°27'30"W 2392.31'

FENCE

16'

13'

13'

FENCE CORNER POST
14' EAST OF SET IRON

1217.9'

SOUTH 1/4 CORNER OF SECTION 10-48-17

N 89°39'30"E 2691.37'

SOUTHEAST CORNER OF SECTION 10-48-17

ALUMINUM MONUMENT

5.5'

TRACT 1 OF A SURVEY RECORDED IN BOOK 7 PAGE 376

EXHIBIT B-3

Page 2 of
2 Pages

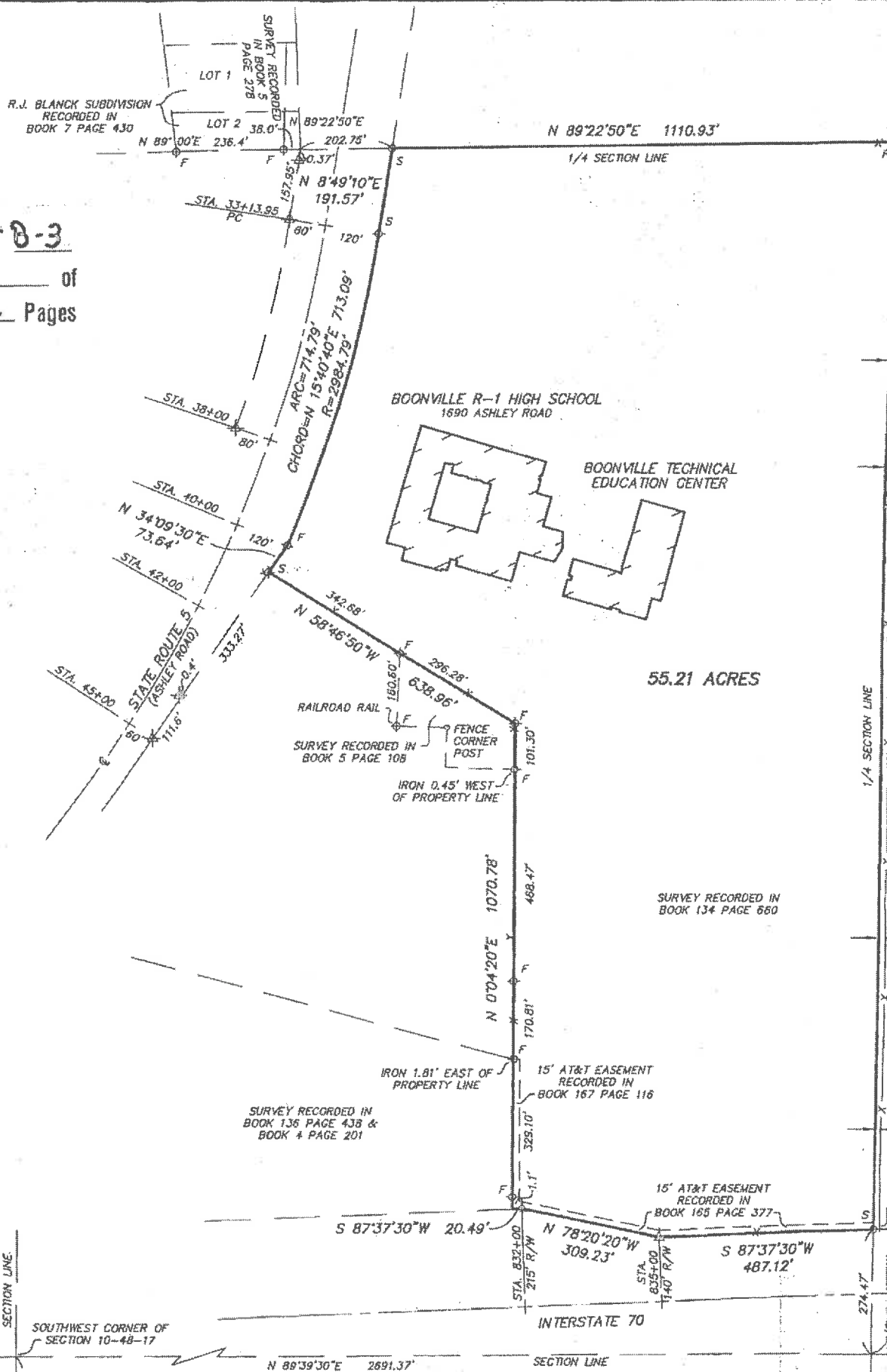


EXHIBIT B-4

Page 1 of
4 Pages



* 2 0 1 7 - 2 2 5 2 2 *

2017-2252

Alternative School

GEORGIA ESSER
RECORDER OF DEEDS
COOPER COUNTY MISSOURI
RECORDED ON
08/31/2017 01:55PM

PAGES: 2

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this **31st of August, 2017**, by and between

James Brent Hodges and Jolene D. Hodges, husband and wife,
Party or Parties of the First Part, of **COOPER** County, State of **MISSOURI**, grantor(s), and

Boonville R-1 School District,
Party or Parties of the Second Part, of **COOPER** County, State of **MISSOURI**, grantee(s).

Grantee's mailing address is: **736 Main Street, Boonville, MO 65233**

WITNESSETH, that the said Party or Parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Party or Parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Party or Parties of the Second Part the following described Real Estate, situated in the County of **COOPER** and State of Missouri, to wit:

Tract #2-B Property Boundary Description Tract Division):

The Eastern part of Tract #2 of a parcel division survey filed for record as Document #2015-3135 of the Cooper County Records, being part of a two-parcel tract of land previously described in Book 258, Page 114 of the Cooper County Records, and part of a tract of land previously described in Book 444, Page 001, Cooper County Records, all located in the Southwest Quarter of Section 10, Township 48 North, Range 17 West, City of Boonville, Cooper County, Missouri, with the boundary of this Eastern part of said Tract #2 being more particularly described as follows:

Commencing at a found iron rod at the Northwest corner of said Tract #2 per Document #2015-3135; thence **S58°46'50"E**, along the Northern line of said tract for a distance of 457.18 feet to a set iron rod at the point of beginning for this boundary description of Tract #2-B; thence along the boundary of said Tract #2 on the following courses, continuing **S58°46'50"E** for 181.70 feet to a found iron pipe; thence **S00°04'00"W** for 235.21 feet, (from said corner a found iron pipe bears **N88°09'53"W**, 0.6 feet); thence **N88°09'53"W** for 176.74 feet; thence **N03°41'52"E** for 219.19 feet to an iron rod at a corner of said Tract #2; thence departing the boundary line of said Tract #2 and continuing **N03°41'52"E** for 105.25 feet to the point of beginning, containing 1.08 acres, more or less, and being subject to or having the benefit of easements and/or restrictions of record or not of record. (Bearings are based on a resurvey of the adjacent school property by Tim J. Reed, PLS #2089 dated June 15, 2007, and filed in Survey Book 8, Page 333 of the Cooper County Records.)

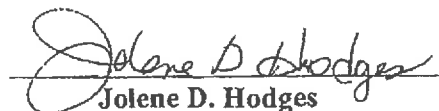
EXHIBIT B-4

Page 2 of
4 Pages

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Party or Parties of the Second Part forever, the said Party or Parties of the First Part covenanting that said Party or Parties and the heirs, executors, administrators and assigns of such Party or Parties shall and will WARRANT AND DEFEND the title to the premises unto the said Party or Parties of the Second Part, and to the heirs and assigns of such Party or Parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2017 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Party or Parties of the First Part has or have hereunto set their hand or hands the day and year first above written.


James Brent Hodges

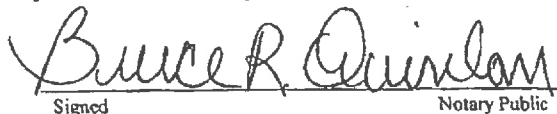

Jolene D. Hodges

STATE OF MISSOURI)
) ss.
COUNTY OF COOPER)

On this **31st** day of **August**, 2017 before me personally appeared **James Brent Hodges and Jolene D. Hodges, husband and wife**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

My term expires: **06-16-2019**.


Signed _____ Notary Public

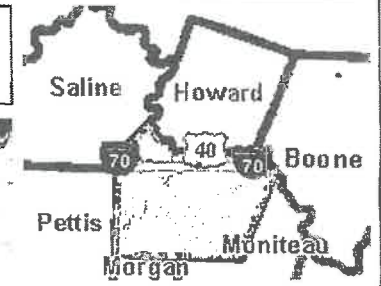
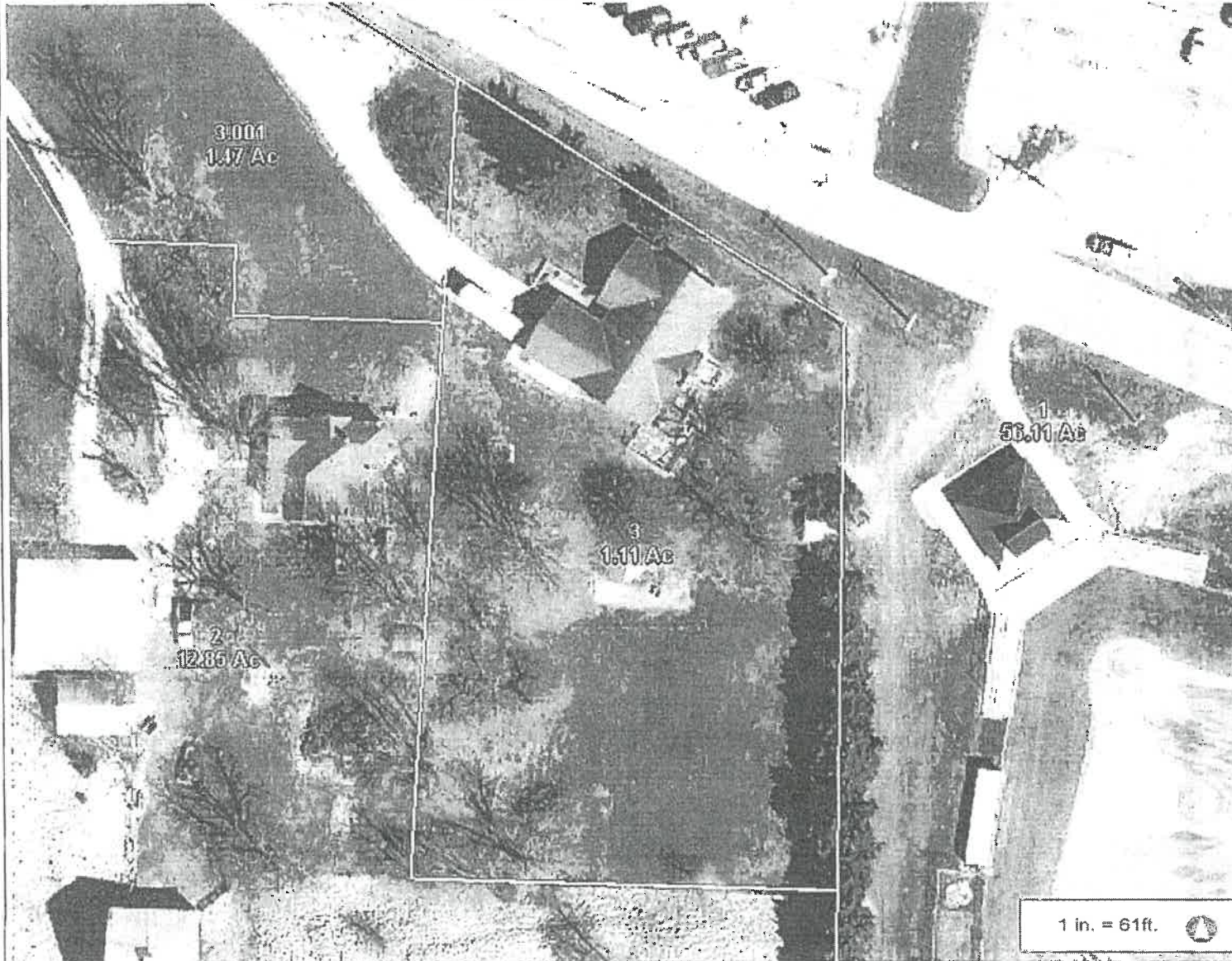
Bruce R. Quinlan



BRUCE R. QUINLAN
My Commission Expires
June 16, 2019
Cooper County
Commission #15423825

(SEAL

Cooper County, MO



Legend

- Road
 - <all other values>
 - Interstate
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Railroad
- Parcel
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Stream
- Water Boundary
- County Boundary

EXHIBIT B-4
 Page 3 of 4 Pages

1 in. = 61ft.

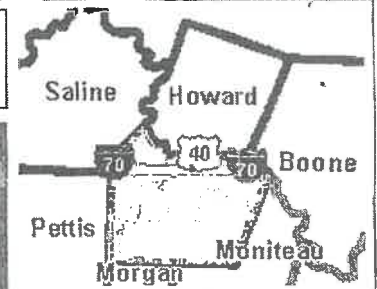


Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

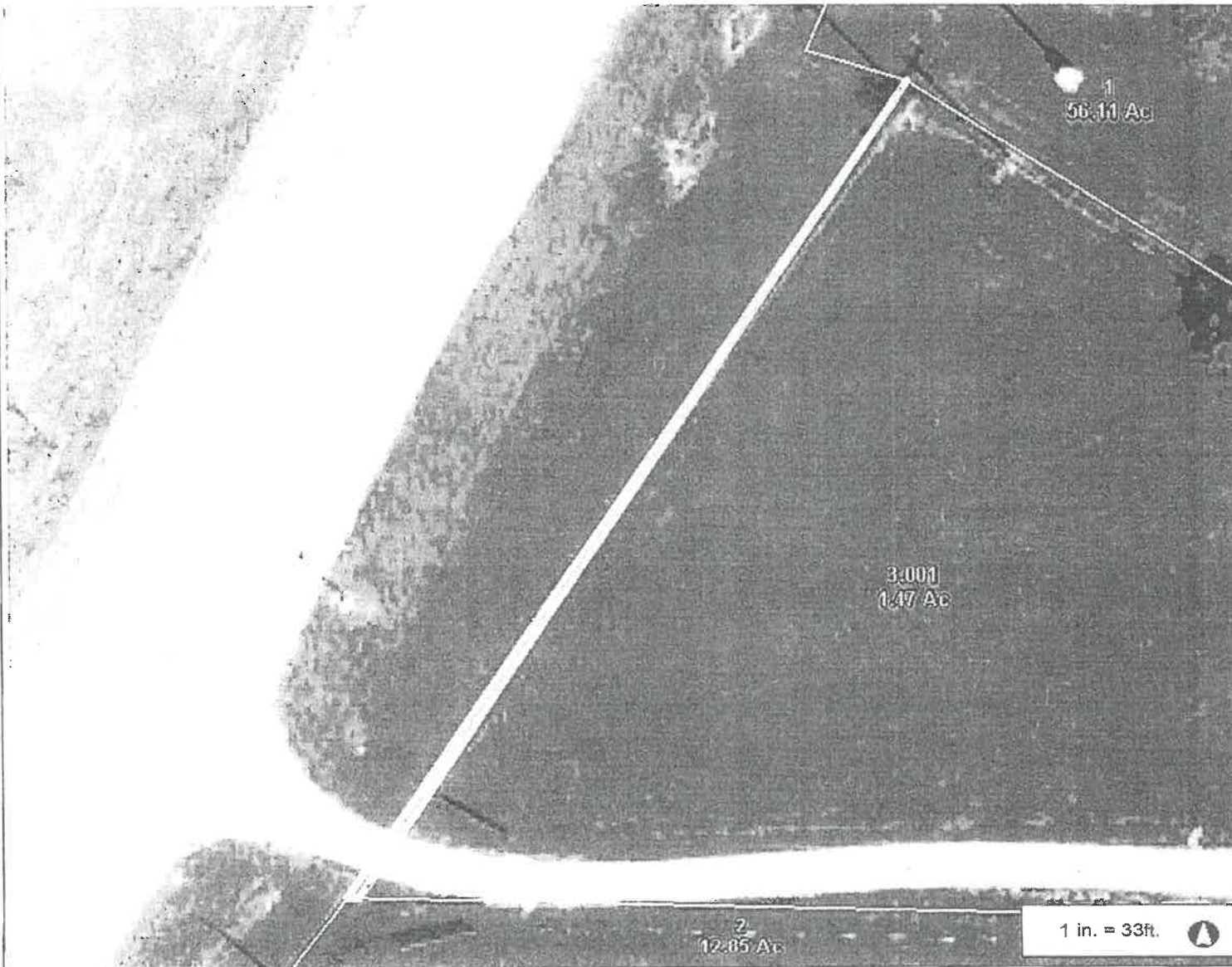
Cooper County, MO



Legend

- Road
 - <all other values>
 - == Interstate
 - == US Highway
 - Numbered State Highway
 - Lettered State Highway
- +— Railroad
- Parcel
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Stream
- Water Boundary
- ▣ County Boundary

EXHIBIT 8-4
 Page 4 of 4 Pages



65.8 0 32.92 65.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT "C"

Application Form, Fee Schedules, Rules and Regulations and Other Information Required for Use of Missouri Soccer Park

*(Attach Approved Application Form, Fee Schedule and Other Printed Information
Prepared by BSA and the additional rules set out below)*

The following rules and regulations apply to all sporting event participants, coaches and patrons. These rules will be strictly enforced at all times for the safety of the public, so please observe them and enjoy your stay at Mid-Missouri Soccer Park.

1. Each player is responsible to play the game of soccer safely and should be knowledgeable about their ability or lack thereof;
2. All goals, corner flags and players benches are to remain on their designated field and shall not be moved for any reason without prior approval of game official(s). Failure to comply with this rule may result in suspension of playing and/or rental privileges;
3. Any temporary lining of fields with paint must be approved by the Soccer Park MANAGER;
4. Use of outside goals is prohibited unless first approved by the Soccer Park MANAGER;
5. Proper soccer attire (shoes, clothing, shin guards) must be worn at all times;
6. No smoking or tobacco products will be allowed anywhere on the premises;
7. Food should not be consumed on the synthetic fields;
8. Sunflower seeds are not allowed. If a patron or athlete is consuming sunflower seeds, he/she may be asked to leave. Any athlete consuming sunflower seeds will be suspended from playing for the duration of the event (or practice) at the complex;
9. Alcohol is strictly prohibited on the property of the soccer complex unless expressly approved and authorized, in advance, by the Soccer Park MANAGER, the CITY, and the DISTRICT. Alcohol possession or consumption on or within property owned exclusively by the DISTRICT is strictly prohibited under any circumstances without the express approval of the DISTRICT'S Board of Education;

10. Players not conducting themselves in an orderly and sportsmanlike manner, or not in compliance with these rules and regulations may be evicted from the premises by the Soccer Park MANAGER, game officials, supervisor or other soccer complex employees. Final determination of disqualifying behavior shall be made by the Soccer Park MANAGER or his official designee;

11. The fields will be occasionally closed for maintenance and at such times as weather dictates;

12. No pets are allowed on the synthetic fields;

13. Roller blades and skateboards are strictly prohibited on the fields and on adjacent common areas;

14. Parking is allowed in designated areas only;

15. Only authorized golf carts and utility vehicles will be allowed on the sidewalks and walking paths at any time;

16. Field use is by reservation only. Field reservations are available through www.mosoccerpark.org, or by calling (660) 882-_____.

NOTE: Rules and regulations are subject to revision without notice. Parties may check for updated versions on the Soccer Park official website at www.mosoccerpark.org.

AN ORDINANCE AMENDING THE STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MHTC) TO EXTEND THE PROJECT TIME FOR DESIGN AND CONSTRUCTION OF RUNWAY 18/36, NORTH CONNECTING TAXIWAY AND NORTH TURNAROUND RECONSTRUCTION AND RUNWAY LIGHTING REPLACEMENT

WHEREAS, the City of Boonville entered a State Block Grant Agreement with the Missouri Highways and Transportation Commission (MHTC) to secure grant funding for Design and Construction of Runway 18/36, North Connecting Taxiway and North Turnaround Reconstruction and Runway Lighting Replacement at Jesse Viertel Memorial Airport on or about September 25, 2017; and

WHEREAS, the parties entered into an Amendment No. 1 on September 5, 2018, under which the MHTC granted an additional sum not to exceed Three Million Seven Hundred Thirty-Seven Thousand Nine Hundred Seventy-two Dollars (\$3,737,972) to assist with the Design and Construction of Runway 18/36, North Connecting Taxiway and North Turnaround Reconstruction and Runway Lighting Replacement; and

WHEREAS, the parties wish to extend the project time period to allow for completion of the work for Design and Construction of Runway 18/36, North Connecting Taxiway and North Turnaround Reconstruction, and Runway Lighting Replacement.

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

SECTION 1: That the Agreement authorized by Ordinance Number 4454, as amended pursuant to Ordinance No. 4483, is hereby amended in accordance with the terms outlined in Amendment #2 set forth in **Exhibit A** attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2: That the City Administrator and the City Clerk may execute and attest Amendment #2 on behalf of the City of Boonville to be sent to and approved by MHTC.

SECTION 3: That this Ordinance shall take effect immediately, and the authorized Amendment #2 shall be in full force from and after both parties have signed it.

FIRST READING: APRIL 20, 2020

READ FOR THE SECOND TIME AND PASSED THIS 4TH DAY OF MAY, 2020 AFTER A COPY OF THIS ORDINANCE AND AMENDMENT #1 TO THE AGREEMENT WERE MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE BILL'S FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 4th DAY OF MAY, 2020

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Boonville
Project No.: 17-039A-1

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #2

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Boonville (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Original Agreement executed by the Sponsor on September 19, 2017, and executed by the Commission on September 25, 2017, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed One Hundred Eleven Thousand Two Hundred Forty Dollars (\$111,240) to the Sponsor to assist with Design Runway 18/36, North Connecting Taxiway and North Turnaround Reconstruction, and Runway Lighting Replacement; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on September 5, 2018, and executed by the Commission on September 12, 2018, (hereinafter, "Amendment #1") under which the Commission granted an additional sum not to exceed Three Million Seven Hundred Thirty-Seven Thousand Nine Hundred Seventy-Two Dollars (\$3,737,972) to the Sponsor to assist with Design and Construct Runway 18/36, North Connecting Taxiway and North Turnaround Reconstruction, and Runway Lighting Replacement; and

WHEREAS, the parties wish to extend the project time period to allow for completion of the work; and

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

(1) **PROJECT TIME PERIOD:** Based upon the revised project schedule, the project time period of January 1, 2020, will be extended to September 30, 2020, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(A) The project will be carried out in accordance with the assurances

(Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before May 29, 2020, or such subsequent date as may be prescribed in writing by the Commission.

(C) All other terms and conditions of the Original Agreement and Amendment #1 entered into between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF BOONVILLE

Title _____

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF BOONVILLE

Name of Sponsor's Attorney (typed)

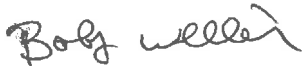
Signature of Sponsor's Attorney

Date _____

**City of Boonville
Police Board Minutes From
April 13, 2020**

1. The April 13, 2020 meeting of the Boonville Police Board meeting has been cancelled due to the plan of taking preventative measures for the prevention of the spread of COVID-19.

Respectfully Submitted,

A handwritten signature in black ink that reads "Bobby Welliver". The signature is written in a cursive, flowing style.

Chief Bobby Welliver

City of Boonville
Boonville Historic Preservation Advisory Commission
Cancelled Meeting
April 13, 2020

6:00PM
River, Rails & Trails Museum
100 E. Spring Street

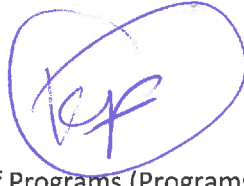
The Monday, January 13, 2020 meeting of the Boonville Historic Preservation Advisory Commission has been cancelled. The City of Boonville Offices are closed to the public due to the COVID19 virus and therefore the BHPAC will not be meeting.

The next scheduled meeting will be Monday, July13,2020.

DATE: April 15, 2020

TO: Mayor and City Council

FROM: Kate Fjell, City Administrator



RE: Water and Sewer Utility Bill Relief Programs (Programs will run through July)

In order to provide relief for customers who are struggling as a result of COVID 19, we have already instituted a couple programs, which will continue. First, we have not and will not shut off any one's water for non-payment through July. Second, we have eliminated the late payment penalty.

In addition to these measures, we will also implement a program by which commercial and residential accounts may apply to make payments for large bills (any balance greater than \$150) payable over 6 months. For example, if a residential customer fails to pay their bill in April and May and has a balance of \$210. They can apply for the installment plan and the \$210 bill will result in a \$35 charge on their June- November bills, in addition to the ongoing charge. Applications for this program must be made to the Public Works Director or Asst. Public Works Director. Applications can be emailed, mailed or dropped in a drop box. Applications are also available on the City of Boonville website.

Finally, we will be instituting a water and sewer rebate program for local purchased made between April 24th – June 30th. A Buy Boonville Build Boonville rebate flyer is attached to this memo. This is a program which will assist our local businesses while offering rebates on residential and commercial water and sewer bills.



Buy Boonville Build Boonville Challenge

Earn a water and sewer rebate for shopping locally

This program starts on April 24, 2020!

The City of Boonville wants to help our local business community during these times, and we need your help.

During the Buy Boonville Build Boonville challenge, the City of Boonville is offering water and sewer rebates on your water and sewer bills for local receipts. Yep, that's right- you will earn a credit on your water and sewer bill by buying and eating locally or by purchasing a gift card from your favorite store.

How does it work? The process is easy:

1. Spend \$25 at a local business or restaurant (you can combine receipts to get to \$25) – the receipt must have the date and business name
2. Write your name (as it appears on your water and sewer bill), phone number and account number on the receipts.
3. Scan and email the receipt to waterbilling@boonville-mo.org or drop off the receipts in a sealed envelope at the water and sewer drop boxes, located at Boonville City Hall (401 Main Street) or Boonville Public Works (1200 Locust Street).
4. The City will credit \$15 towards your water and sewer bill.

You can earn up to 4 credits per account per month with a maximum credit of \$60 per account.

Frequently Asked Questions:

1. Can commercial and industrial account receive credit, too?
Yes!
2. Can I combine receipts to reach the \$25 limit?
Yes, you can combine as many receipts as you would like. The total amount purchased will be added together to calculate the amount of rebate you will receive (up to the maximum credit allowable)
3. How long will this program last?
The program will start with water and sewer bills for the month of May and continue through the end of June.

4. I bought groceries from a local business in April, can I turn in that receipt for a rebate?
Receipts must be dated for any time after the launch of this program (April 24).
5. What if I have a receipt of over \$50? Does that count as two credits?
Yes, Water and sewer rebates of \$15 will be applied to every \$25 spent, up to the maximum allowable credit.
6. What is considered a “Local Business”?
A local business is any business with a Boonville address- we encourage you to think of all business- retail, service, restaurants that have been impacted by the crisis- use this program to help your neighbors!

Teresa Studley

From: Kate Fjell
Sent: Monday, April 13, 2020 10:53 AM
To: Teresa Studley
Subject: FW: Pool

Teresa-

For Council, I would like to include Paul's email below to the meeting. We will also have our water bill relief discussion.

Kate

From: Paul Linhart <plinhart@boonville-mo.org>
Sent: Monday, April 13, 2020 10:35 AM
To: Kate Fjell <kate.fjell@boonville-mo.org>
Subject: RE: Pool

Kate,

At this point there are still a lot of things that will play a part in whether the pool can open or not. I myself would like to see it open, but at this time it does not look very promising.

1. I have potentially 12- 15 trained lifeguards returning for the season
2. I need 4 jr. guards 4 cashiers and approximately 8 more guards
3. I have plenty of applicants for these positions, but they are not certified and I am not sure if and when that can happen
4. It will take 2 weeks with 3 guys to get the pool in operation
5. Right now with us doing split shifts our main focus is just keeping up with the maintenance of our Parks mostly mowing grass
6. At this time I would hate to pull my guys away to prepare the pool not even knowing how long this virus will keep us all separated
7. We will continue to monitor the situation and try and be prepared for whichever way we need to proceed when the time comes
8. Hope this answers some questions for everyone

**THANK YOU,
PAUL LINHART
PARKS DIRECTOR
1221 ELEVENTH ST.
BOONVILLE, MO. 65233
660-882-7447**

From: Kate Fjell <kate.fjell@boonville-mo.org>
Sent: Monday, April 13, 2020 8:48 AM
To: Paul Linhart <plinhart@boonville-mo.org>
Subject: Pool

Public Works Monthly Report
March 2020

WWTP:

Total flow processed - 56,420,000 gallons

Average daily flow - 1,820,000 gallons

Sludge disposed - 84.55 tons

Remarks:

WTP:

Gallons pumped from river - 28,498,000 gallons

Gallons pumped to customer - 29,548,000 gallons

Remarks:

Water Distribution / Sewer Collection:

Installed or renewed water service - 0

Remarks - Replaced 4-meter dials and 8 meters; installed septic tank at airport; started sewer service line installation at golf course clubhouse; routine sewer line jetting.

Street Department:

repaired equipment; patched potholes; assisted with septic tank install at airport.

Central Garage:

Vehicles serviced and inspected - 10

Vehicle and equipment repairs - 16

Remarks:

Weather (recorded at City Services Bldg.):

Average Temperature - 49.0° F

High Temperature - 76.1° F, March 28

Low Temperature - 29.0° F, March 21

Total Rain - 2.38"

Maximum Rain - 1.22", March 21

March 19 began COVID-19 Emergency Continuity of Government Team Work Schedule

Project Status:

1. LED Conversion of Downtown Street Lights. Contractor, Midway Electric. Project completed
- 2.



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

March 2020

Submitted by Alliance Water Resources, Inc.

April 20, 2020

City Council Meeting

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

**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

March 2020

Administrative

- Russell Gerling is participating in STRategic Education for Alliance Managers (STREAM). This is monthly managers training until October.
- Brian Weber started with Alliance Water Resources as a Utility Worker on March 2, 2020

Treatment

- Normal operations and maintenance were performed this month.
- A clutch drive assembly was replaced on Flocculator #2 in the Secondary Basin
- Both light bulbs on top of the Hospital Tower were replaced by Utility Services.
- A input/output remote adapter card in the old water treatment plant was replaced. We believe it was hit by lightning.

Project Updates

- The replacement of the altitude valve in the Water Treatment Plant Tower is complete and is operating normally.
- Utility Services signs were installed at all water storage tank locations managed by Utility Services. This is for future communication companies looking for tower space to rent.
- The Primary Basin in the Basin Building was drained and cleaned.
- Antero Maintenance Software updated for the year. The software is operating normally.

Safety

- Safety meetings were conducted and are completed for March 2020, including special training on the COVID-19.

Regulatory

- Ten Microbiological samples were taken in the distribution system. One special sample was collected from the Water Treatment Plant Tower. All samples tested were absent of Total Coliform and E-Coli. Report sent to DNR. (see attached)

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

- The Cryptosporidium and Giardia sampling from the river was completed for this month. It is a yearlong study.
- Monthly Total Organic Carbon (TOC) samples were collected and transported to the State Health Lab.

Concerns for the Month

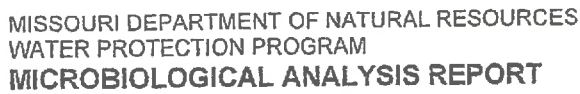
- We discovered a coupling on the screw conveyor in the Primary Basin is broken. We are making plans to repair this in the future.
- We received a Notice of Violation from MoDNR for exceeding the maximum contaminant level for TTHM in the fourth quarter of 2019. Our Locational Running Annual Avg is 95UG/L. The limit is 80UG/L.

Photos



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





MO 780-0438 (55-13)

Return completed form to Department of Natural Resources, Public Drinking Water Branch, P.O. Box 176, Jefferson City, MO 65102-0176



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 MO32010089		2. MONTH / YEAR March 2020	
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	152.0	29.548	0.00	2	1.009016
2 - Tower	00.00	00.00	N/A	N/A	N/A
9. TOTAL VOLUME OF OFF-SPECIFICATION WATER PRODUCED (MG) [A] 1.009016			10. TOTAL VOLUME OF WATER PRODUCED (MG) [B] 29.548		
11. PERCENT OF OFF-SPECIFICATION WATER PRODUCED ((A)/(B)*100) 3.41%			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 1 off spec event was due to a power surge. The other off spec event was due to RE Pedrotti reconfiguring a card with the SCADA system that caused the UV not to be recorded that day. Therefore that day was considered off-spec water.					
16. NAME OF PERSON PREPARING REPORT Todd Baslee		17. SIGNATURE OF RESPONSIBLE OFFICIAL 		DATE 4/10/2020	

MO 780-2208 (05-13)



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 MO 3010089	MONTH March
ADDRESS 901 Riviera Drive		TELEPHONE NUMBER WITH AREA CODE (660) 882-4021	YEAR 2020
CITY Boonville	ZIP CODE 65233	COUNTY Cooper	PLANT Main

SEE INSTRUCTIONS

DISTRIBUTION DISINFECTION

1. Number of samples analyzed, A: 10
 2. Number of samples below 0.2 mg/L, B: 0
 $[(A-B)/A] \times 100 = C$: 100 % meeting minimum disinfection required.
 3. Avg. disinfectant residual for the month 2.03 mg/l

TURBIDITY

1. Total number measurements taken monthly, A: 168
 2. Number of measurements below 0.3 NTU, B: 168
 $[B/A] \times 100 = C$: 100 % meeting turbidity requirements.

Date	Hours of operation	Finished water temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L)	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl ₂ or 1 mg/L chloramines	Value of turbidity measurements that exceed	
			☐ Free Chlorine ☒ Chloramines			1 NTU	5 NTU
1	4.0	8	2.02	.04	X	X	X
2	4.5	9	2.07	.04	X	X	X
3	6.5	10	2.01	.04	X	X	X
4	4.5	9	2.27	.03	X	X	X
5	6.0	10	2.16	.04	X	X	X
6	4.75	9	2.10	.07	X	X	X
7	4.5	9	2.13	.07	X	X	X
8	5.5	9	2.06	.05	X	X	X
9	6.0	10	1.99	.11	X	X	X
10	4.0	10	2.16	.06	X	X	X
11	5.5	10	2.12	.08	X	X	X
12	4.75	10	2.09	.06	X	X	X
13	5.75	10	1.85	.06	X	X	X
14	3.25	13	1.55	.07	X	X	X
15	4.5	14	1.34	.06	X	X	X
16	6.0	10	1.40	.06	X	X	X
17	4.5	10	1.88	.06	X	X	X
18	3.75	12	2.0	.06	X	X	X
19	6.5	10	1.99	.08	X	X	X
20	4.75	10	2.33	.06	X	X	X
21	4.0	11	2.21	.06	X	X	X
22	4.0	11	2.16	.04	X	X	X
23	5.25	10	2.14	.04	X	X	X
24	4.0	11	2.36	.05	X	X	X
25	5.75	11	2.15	.04	X	X	X
26	4.0	11	2.40	.05	X	X	X
27	8.0	12	2.42	.06	X	X	X
28	4.0	13	2.44	.05	X	X	X
29	4.75	12	2.39	.05	X	X	X
30	4.25	15	2.43	.05	X	X	X
31	4.50	14	2.47	.05	X	X	X

NAME OF PERSON PREPARING REPORT Todd Baslee	SIGNATURE OF RESPONSIBLE OFFICIAL 	DATE 4/10/2020
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INSTRUCTIONS: DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER SYSTEMS <10,000 POPULATION

Please fill out information completely and legibly.

Distribution Disinfection

1. On line 1, enter the total number of samples from the distribution system 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 concentration (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.

The Highest Turbidity Reading for the Day:

For each day, record the highest turbidity reading on the combined plant effluent during the plants operational period.

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 the end of the next business day.

INDIVIDUAL FILTER MONITORING AND REPORTING

- 1 Was each filter continuously monitored for turbidity and results recorded every 15 minutes? Yes
- 2 Was there a failure of the continuous turbidity monitoring equipment? No
If yes on 2, was the equipment repaired within 5 working days or 14 days with department approval? N/A
If yes on 2, was grab sampling done every four hours until failure corrected? N/A
- 3 Was any individual filter turbidity level >1.0 NTU in two consecutive measurements taken 15 minutes apart? No
If yes, perform follow-up actions step 1.
- 4 Was any individual filter level for three months in a row > 1.0 NTU in two consecutive recordings taken 15 minutes apart? No
If YES, perform follow-up actions step 2
- 5 Was any individual filter turbidity level > 2.0 NTU in two consecutive recordings taken 15 minutes apart for two consecutive months? No
If YES, perform follow-up actions step 3

FOLLOW-UP ACTIONS to PERFORM

1. Report filter numbers, turbidity measurements that exceed 1 NTU and dates the exceedances occurred and causes if known.
2. Conduct a self-assessment of the filters within 14 days of the triggering event. The system must report the date self-assessment was triggered and the date it was completed.
3. The system must arrange to have a comprehensive performance evaluation performed not later than 60 days following the triggering event. The evaluation must be completed and submitted to the department within 120 days following the triggering 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 Gaming Commission

State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 3/1/2020 through 3/31/2020

Year beginning 3/1/2020

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
03/01/2020	Sunday	\$8,336.00	\$51,685.92	\$60,021.92	\$4,168.00	\$46,517.33	\$5,168.59	\$9,336.59
03/02/2020	Monday	\$5,108.00	\$29,903.26	\$35,011.26	\$2,554.00	\$26,912.93	\$2,990.33	\$5,544.33
03/03/2020	Tuesday	\$4,990.00	\$25,291.97	\$30,281.97	\$2,495.00	\$22,762.77	\$2,529.20	\$5,024.20
03/04/2020	Wednesday	\$6,700.00	\$43,387.63	\$50,087.63	\$3,350.00	\$39,048.87	\$4,338.76	\$7,688.76
03/05/2020	Thursday	\$9,392.00	\$54,956.28	\$74,348.28	\$4,696.00	\$58,460.65	\$6,495.63	\$11,191.63
03/06/2020	Friday	\$10,728.00	\$78,770.83	\$89,498.83	\$5,354.00	\$70,893.75	\$7,877.08	\$13,241.08
03/07/2020	Saturday	\$14,990.00	\$60,173.06	\$75,163.06	\$7,495.00	\$54,155.75	\$6,017.31	\$13,512.31
03/08/2020	Sunday	\$7,432.00	\$45,456.35	\$52,888.35	\$3,718.00	\$40,910.72	\$4,545.63	\$8,261.63
03/09/2020	Monday	\$4,336.00	\$23,128.18	\$27,464.18	\$2,168.00	\$20,815.36	\$2,312.82	\$4,480.82
03/10/2020	Tuesday	\$5,248.00	\$30,395.85	\$35,643.85	\$2,624.00	\$27,356.27	\$3,039.58	\$5,663.58
03/11/2020	Wednesday	\$5,904.00	\$38,992.66	\$44,896.66	\$2,952.00	\$35,093.39	\$3,899.27	\$6,851.27
03/12/2020	Thursday	\$7,044.00	\$55,044.48	\$62,088.48	\$3,522.00	\$49,540.03	\$5,504.45	\$9,026.45
03/13/2020	Friday	\$8,380.00	\$57,852.77	\$66,232.77	\$4,190.00	\$52,067.49	\$5,785.28	\$9,975.28
03/14/2020	Saturday	\$10,356.00	\$58,311.34	\$68,667.34	\$5,178.00	\$52,480.21	\$5,231.13	\$11,009.13
03/15/2020	Sunday	\$5,612.00	\$36,351.25	\$41,963.25	\$2,806.00	\$32,716.13	\$3,635.12	\$6,441.12
03/16/2020	Monday	\$2,934.00	\$25,997.17	\$28,931.17	\$1,457.00	\$23,397.45	\$2,599.72	\$4,066.72
03/17/2020	Tuesday	\$3,742.00	\$18,556.10	\$22,298.10	\$1,871.00	\$16,700.49	\$1,855.61	\$3,726.61
03/18/2020	Wednesday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/19/2020	Thursday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/20/2020	Friday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/21/2020	Saturday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/22/2020	Sunday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/23/2020	Monday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/24/2020	Tuesday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/25/2020	Wednesday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/26/2020	Thursday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/27/2020	Friday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/28/2020	Saturday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/29/2020	Sunday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/30/2020	Monday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/31/2020	Tuesday	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Casino Report Totals:		\$121,232.00	\$744,255.10	\$865,487.10	\$60,616.00	\$669,829.59	\$74,425.51	\$135,041.51
Casino YTD Totals		\$121,232.00	\$744,255.10	\$865,487.10	\$60,616.00	\$669,829.59	\$74,425.51	\$135,041.51



Thursday, April 9, 2020

80

*Note: The figures contained in this report may be subject to adjustment.
Wide Area Progressive Jackpot Contribution Reported as Manual Jackpot on Third Saturday of Month

Page 7 of 13

80