

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
FEBRUARY 18, 2020
7:00 p.m.**

City Council Chambers
525 E. Spring Street
Boonville, Missouri

- I. Call to Order – Pledge and Prayer (Susan Meadows)**
- II. Roll Call**
- III. Hearing of Citizens' Comments**
- IV. Approval of the Minutes of the February 3, 2020 Council Meetings**
- V. Consent Items**
 - a. None.
- VI. Presentation of Accounts and Claims**
- VII. Unfinished Business**
 - A) None.
- VIII. New Business**
 - A) First Reading of Bill No. 2020-003 Approving Final Site Plan for Ag Coop Services at 18900 Hwy 87
 - B) First Reading of Bill No. 2020-004 Approving Agreements with Boonville R-1 School District for Missouri Soccer Park
- IX. Reports of Standing Committees**
 - A) Police Board – February 10, 2020 (Henry Hurt)
 - B) Board of Public Works – January 30, 2020 (Susan Meadows)
- X. Reports of City Officials**

City Administrator

Mayor

 - Committee Appointments

City Counselor

City Clerk

XI. Miscellaneous

XII. Closed Session RSMO 610.021

- **(1) Legal**

XIII. Adjourn

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

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting Minutes
February 3, 2020

The Boonville City Council met in Regular Session on February 3, 2020 at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Ned Beach, Mayor; Kate Fjell, City Administrator; Doug Abele, Interim City Counselor; Teresa Studley, City Clerk; and Randy Ayers, Sergeant at Arms.

NOTICE POSTED: Thursday, January 30, 2020 at 11:46 a.m.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE JANUARY 21, 2020 COUNCIL MEETING

Mayor Beach stated that on page six of the council packet, under Mayor it states "Second Street then" should say "Second Street than"; "considerably lower is" should say "considerably lower if"; and there should be a comma after "this as well". Ms. Studley noted the amendments to the minutes. There were no other amendments to be made. Mr. Carter moved, and Ms. Meadows seconded the motion to approve the minutes as amended. Roll call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Mr. Venable seconded the motion for approval. Roll call was taken. Ayes:

Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS OF STANDING COMMITTEES

CEMETERY BOARD – JANUARY 23, 2020

Mr. Hurt reported that the meeting was cancelled due to lack of quorum.

PLANNING AND ZONING COMMISSION – JANUARY 28, 2020

Mr. Venable reported that the meeting was good. The Ag Coop submitted plans to put in a storage facility on their premises which were approved based on conditions that will need to be reviewed and approved by MECO Engineering. The Planning and Zoning Commission are trying to not to be a roadblock; whereas, they want to get this completed as fast as possible once city staff get the information.

PARKS AND RECREATION BOARD – JANUARY 22, 2020

Ms. Dorman reported that the meeting was cancelled due to lack of quorum.

STREET, ALLEY, AND SANITATION BOARD – JANUARY 29, 2020

Mr. Stock reported that the meeting was cancelled due to lack of agenda items.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Ms. Fjell reminded the Council that there will be a budget session on Tuesday, February 18, 2020 beginning at 6:00 p.m.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

CITY CLERK

Ms. Studley reminded the council that the next regular meeting is scheduled for Tuesday, February 18, due to the President's Day Holiday on Monday, February 17.

MISCELLANEOUS

None.

CLOSED SESSION RSMO 610.021 (2) Real Estate

Mr. Venable moved, and Mr. Bozarth seconded the motion for the Council to go into closed session pursuant to RSMO 610.021 (2) Real Estate. Roll Call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

ADJOURN

Upon returning to open session at 7:37pm, Mr. Venable moved, and Mr. Young seconded the motion for the meeting to be adjourned and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Ned Beach, Mayor

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on February 18, 2020 the sum of **\$486,983.11**

General Fund	\$319,923.32
Sanitation	\$20,485.74
CIP Tax	\$9,620.65
Water Works	\$48,036.62
Capital Projects	\$0.00
Waste Water	\$63,299.05
Tourism	\$4,701.19
Gaming	\$1,177.00
Parks/Water	\$19,739.54

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 **\$486,983.11** 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 February 18, 2020 read for the second time this 18th day of February, 2020 since a copy was made available prior to the meeting.

Approved February 18, 2020 _____
Mayor

Endorsed February 18, 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

**Bill No. 2020-003 Approving Final Site
Plan for Ag Coop Services at 18900
Hwy 87**

**Ordinance will be available at the
Council meeting**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING A FINAL SITE PLAN APPLICATION SUBMITTED BY AG COOP SERVICES AND FURTHER APPROVING CERTAIN VARIANCES FROM CURRENT ZONING REQUIREMENTS TO ALLOW THE CONSTRUCTION OF A BULK FERTILIZER STORAGE FACILITY ON THE PROPERTY OF AG COOP SERVICES INVOLVING A NONCONFORMING USE; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Ag Coop Services, a long-time agricultural business in the Boonville community, recently has submitted a site plan application to the City Planning and Zoning Commission for new construction at the site where its existing business is located; and

WHEREAS, the existing Ag Coop Services business was previously annexed into the Boonville city limits along what is known as the Highway 87 Corridor, and at the time of said annexation, said business was nonconforming with the new zoning district requirements established at the time of such annexation; and

WHEREAS, Section 2.91(b) of Appendix C of the Boonville Code of General Ordinances, pertaining to zoning requirements, provides in part that nonconforming uses of buildings and structures that were in existence at the time of annexation into the City may be continued; and

WHEREAS, the site plan being considered for Ag Coop Services contemplates construction of a fertilizer bulk storage facility that is similar in style, design and use to structures now in existence at the business site of Ag Coop Services and which existed at the time such business site was annexed into the City; and

WHEREAS, the site plan design should take into account surrounding uses, building materials, style and size already existing at the same site, even though such site plan application contemplates what is now a nonconforming use; and

WHEREAS, federal guidelines for the construction of bulk storage facilities for fertilizer dictate that certain requirements for materials, design and construction be strictly followed; and

WHEREAS, the parcel of land for which the proposed site plan application is being considered was initially outside the city limits and its agricultural purpose and use have remained the same both prior to and following the annexation of said land, and still remains under the same ownership; and

WHEREAS, the addition of the proposed fertilizer bulk storage facility is similar in style, design and use to the existing structures on the site and would provide for the continued development of the longstanding business of Ag Coop Services; and

WHEREAS, the Planning and Zoning Commission has unanimously recommended to the City Council that the Ag Coop Services Site Plan Application be approved with the necessary variances to permit the construction of the aforesaid fertilizer bulk storage facility; and

WHEREAS, Section 2.100 of Appendix C of the Boonville Code of General Ordinances, expressly provides that the City Council may approve preliminary or final Site Plan Applications upon recommendation from the Planning and Zoning Commission, and may vary the standards set forth in the Zoning Ordinance, provided the general intent of the ordinance is carried out.

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

SECTION 1: That the final Site Plan Application submitted by Ag Coop Services and recommended by the Planning and Zoning Commission be and is hereby approved as recommended with the necessary variances to allow the construction of the proposed fertilizer bulk storage facility.

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

SECTION 3: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, except as such conflicts may be allowed or varied by virtue of the authority of the City Council to grant or approve such variances.

FIRST READING: FEBRUARY 18, 2020

SECOND READING: MARCH 2, 2020

READ FOR THE SECOND TIME AND PASSED THIS 2ND DAY OF MARCH, 2020, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

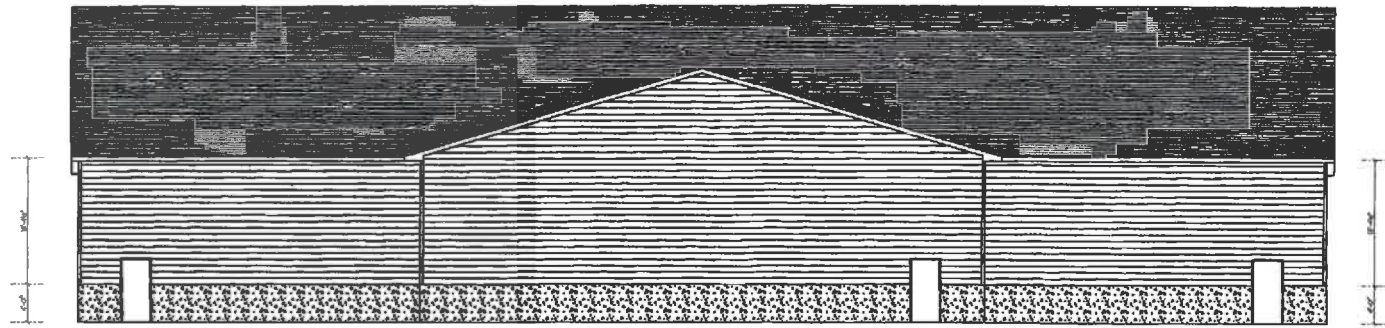
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS 2ND DAY OF MARCH, 2020

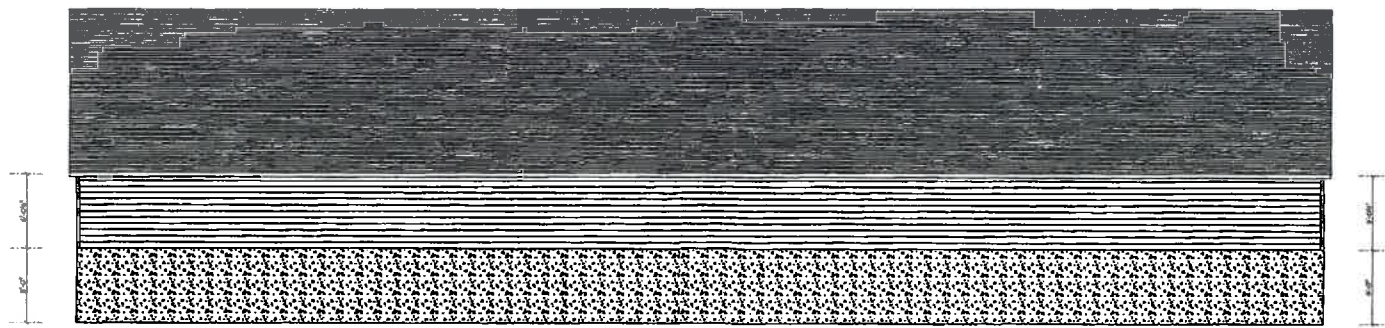
NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK



FRONT ELEVATION
SCALE: 3/16" = 1'-0"



REAR ELEVATION
SCALE: 3/16" = 1'-0"



PROJECT:

ARNWINE FERTILIZER

DRAW INFO:

THESE ARE PLANS PROVIDED BY AN EXPERIENCED GAS MECHANIC BUT NOT ENGINEER. THE MECHANIC MAKES NO GUARANTEE ON ANYTHING INCLUDING, BUT NOT LIMITED TO: MATERIALS, LINES, STRUCTURE, FITMENT, AND PROBLEMS. IT IS THE BUILDING CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL APPLICABLE BUILDING CODES REGARDLESS OF THE INFORMATION PROVIDED.

WHILE EVERY PRECAUTION HAS BEEN TAKEN TO ASSURE THAT ALL DIMENSIONS AND DETAILS ARE CORRECT, IT IS THE RESPONSIBILITY OF THE BUILDING CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. THESE PLANS, SPECIFICATIONS AND AGREEMENTS DO NOT CONSTITUTE FOR THE PROPER CONSTRUCTION OF THIS PROJECT.

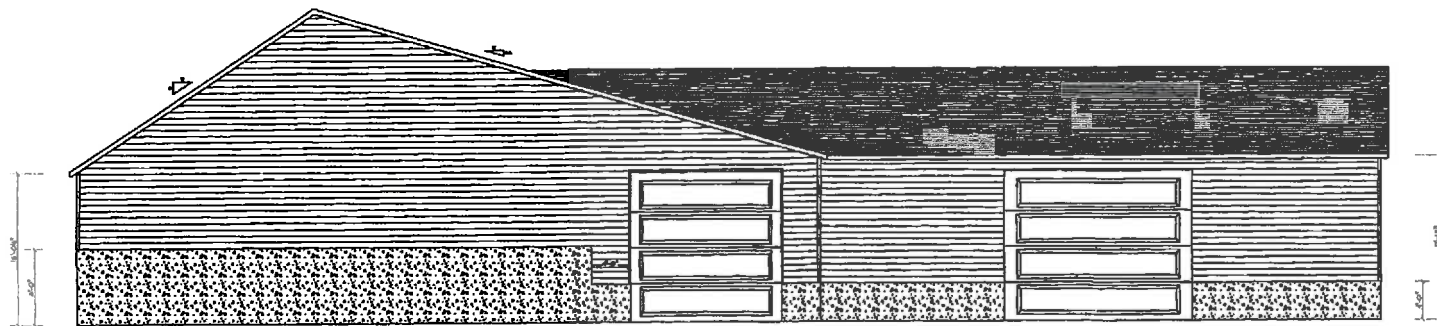
JOB INFO:

DATE: 4/16/2019
REVISED: 4/16/2019
DRAWN BY: J.L.M.
SCALE/PERSON: M.W.

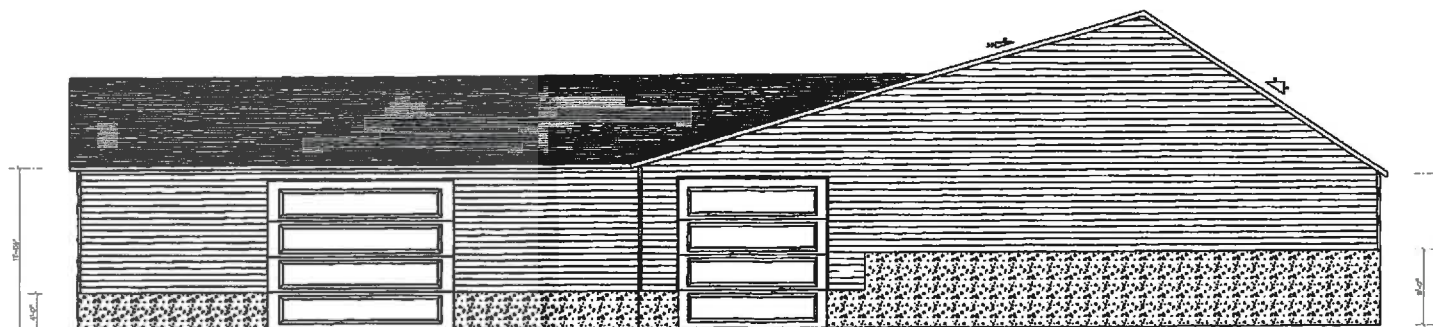
SHEET

1 OF 3

ELEVATIONS



LEFT ELEVATION
SCALE: 3/16" = 1'-0"



RIGHT ELEVATION
SCALE: 3/16" = 1'-0"



PROJECT:

ARNWINE FERTILIZER

DRAW INFO:

THESE ARE PLANS PROVIDED BY AN OWNER/OWNER'S REP. EHS BUILDINGS HAS REVIEWED THE INFORMATION BUT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION OR THE INFORMATION OF THESE PLANS. EHS BUILDINGS HAS NO LIABILITY OR ANYTHING IN CONNECTION, BUT NOT LIMITED TO, MATERIAL LOSS, STRUCTURE, INJURY AND DAMAGE. IT IS THE BUILDING CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL APPLICABLE BUILDING CODES AND/OR ORDINANCES OF THE JURISDICTION PROVIDED.

WHILE EVERY PRECAUTION HAS BEEN TAKEN TO ASSURE THAT ALL DIMENSIONS AND DETAILS ARE CORRECT, IT IS THE RESPONSIBILITY OF THE OWNER TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. EHS BUILDINGS HAS REVIEWED THE PLANS AND ASSURES NO RESPONSIBILITY FOR THE PROPER CONSTRUCTION OF THIS PROJECT.

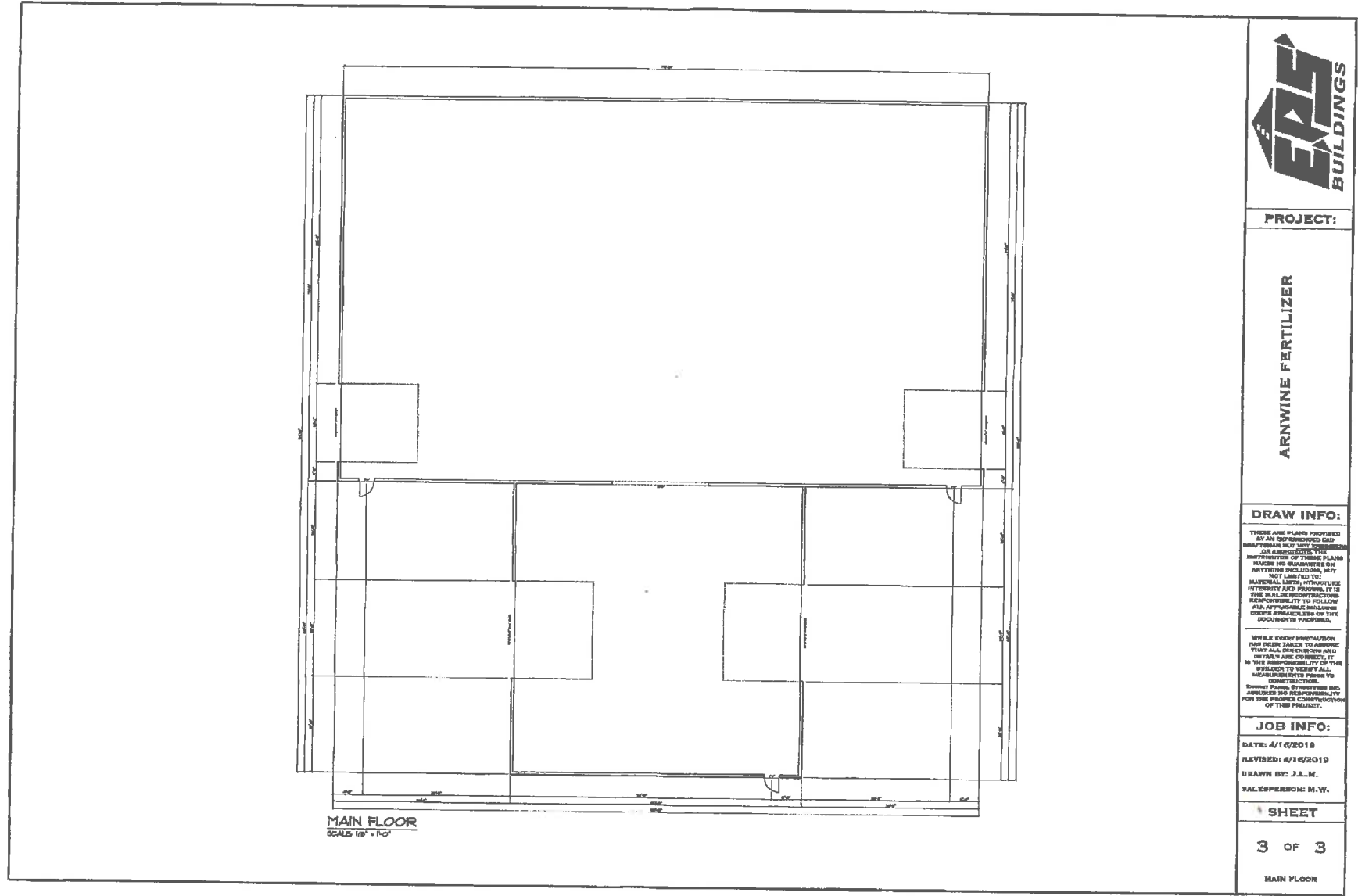
JOB INFO:

DATE: 4/16/2019
REVISION: 4/16/2019
DRAWN BY: J.L.M.
SCALE/PERSON: M.W.

SHEET

2 OF 3

DOE ELEVATIONS





Boonslick
Animal Hospital

(B7)

A & Co-Op Services

Nash's Towing

tipped to
Retention
Pool

NE -
WATER
PUMP



Date: February 12, 2020

To: Mayor and City Council

From: Kate Fjell, City Administrator

RE: Missouri Soccer Park Agreements for joint ownership and management

After several meetings with the School District, staff and BSA leadership, we have for consideration 2 agreements for approval regarding the joint ownership and management of the soccer park. These agreements solidify much of what has been going on for the past 2 years. Although we may have wanted these agreements completed earlier, I believe that the time that has lapsed since opening the park in 2018 and these agreements have actually assisted us in drafting agreements that accurately and appropriately reflect the “real world” operations of the soccer park. As drafted, these agreements will run for 2 years; in 2022 we will again revisit the terms and conditions in the agreement and likely change them again as we will have several more years of operation under our collective belts.

The agreement has not changed substantially since the initial draft was presented in 2019. The revised Joint Ownership Agreement has a dispute provision (section 12) and clearer legal description of each parcel of land and the appropriate owner included by exhibit in the agreement.

I believe this project still serves as a model of a public partnership that benefits both parties as well as the community as a whole and can serve as a model to other communities for recreational development projects. I am grateful to the Board of Education, Dr. Sarah Marriott, superintendent, Chris Shikles, Athletic Director for their patience and commitment to this project. Thanks also to Doug Abele, for wrangling all our ideas and thoughts into an agreement that I believe clearly sets out the relationship and responsibilities of each party. Congratulations to BSA for managing the first full season this past year. I am encouraged by BSA’s success to date and am excited to see them continue to nurture and grow the soccer tourism industry in Boonville through this management agreement.

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 #5, #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 #4 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 School agrees not to mortgage or sell City improvements 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.

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 without 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:

Secretary, Board of Education

(SEAL)

ATTEST:

City Clerk

(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 or 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;

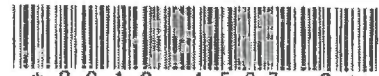
14. Parking is allowed in designated areas only;

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 2 Pages

* 2016 - 1587 2 *

2016-1587

Part Fields 3, 4

NANCY FISHER
RECORDER OF DEEDS
COOPER COUNTY MISSOURI
RECORDED ON
06/16/2016 02:09PM

REC FEE: \$27.00
PAGES: 2

TRUSTEES' 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

Mandy L. Eichelberger, Notary Public

MANDY L. EICHELBERGER
Commission # 12419411
Notary Public - Notary Seal
State of Missouri, County of Cooper
My Commission Expires Jan. 28, 2020

ACCEPTED BY: CITY OF BOONVILLE, MISSOURI

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.

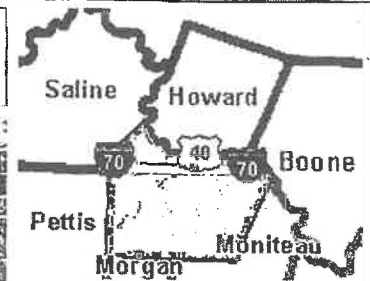
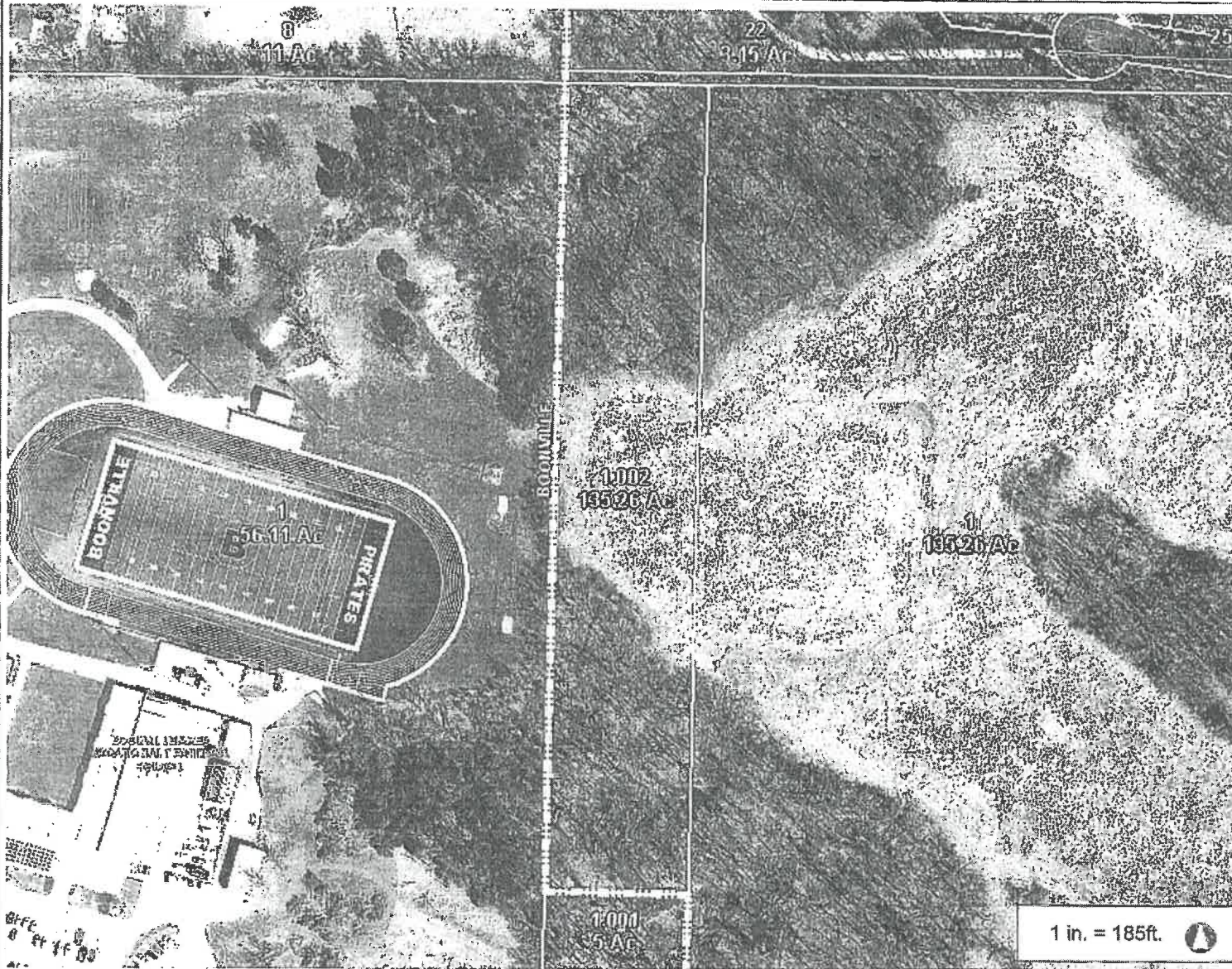
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State the day and year first above written.

My Commission Expires: Jan. 28, 2020

Mandy L. Eichelberger, Notary Public

MANDY L. EICHELBERGER
Commission # 12419411
Notary Public - Notary Seal
State of Missouri, County of Cooper
My Commission Expires Jan. 28, 2020

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. = 185ft.



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

EXHIBIT A-1

Page 3 of 3 Pages



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

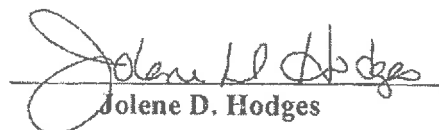

Jolene D. Hodges

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.

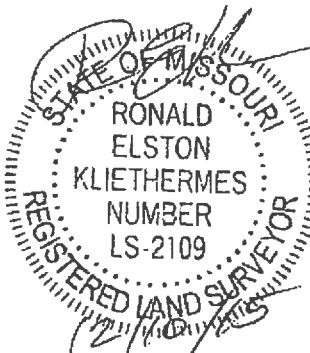
Document 2015-8135

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

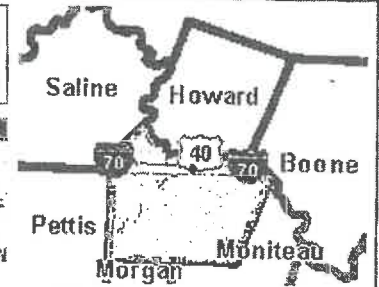
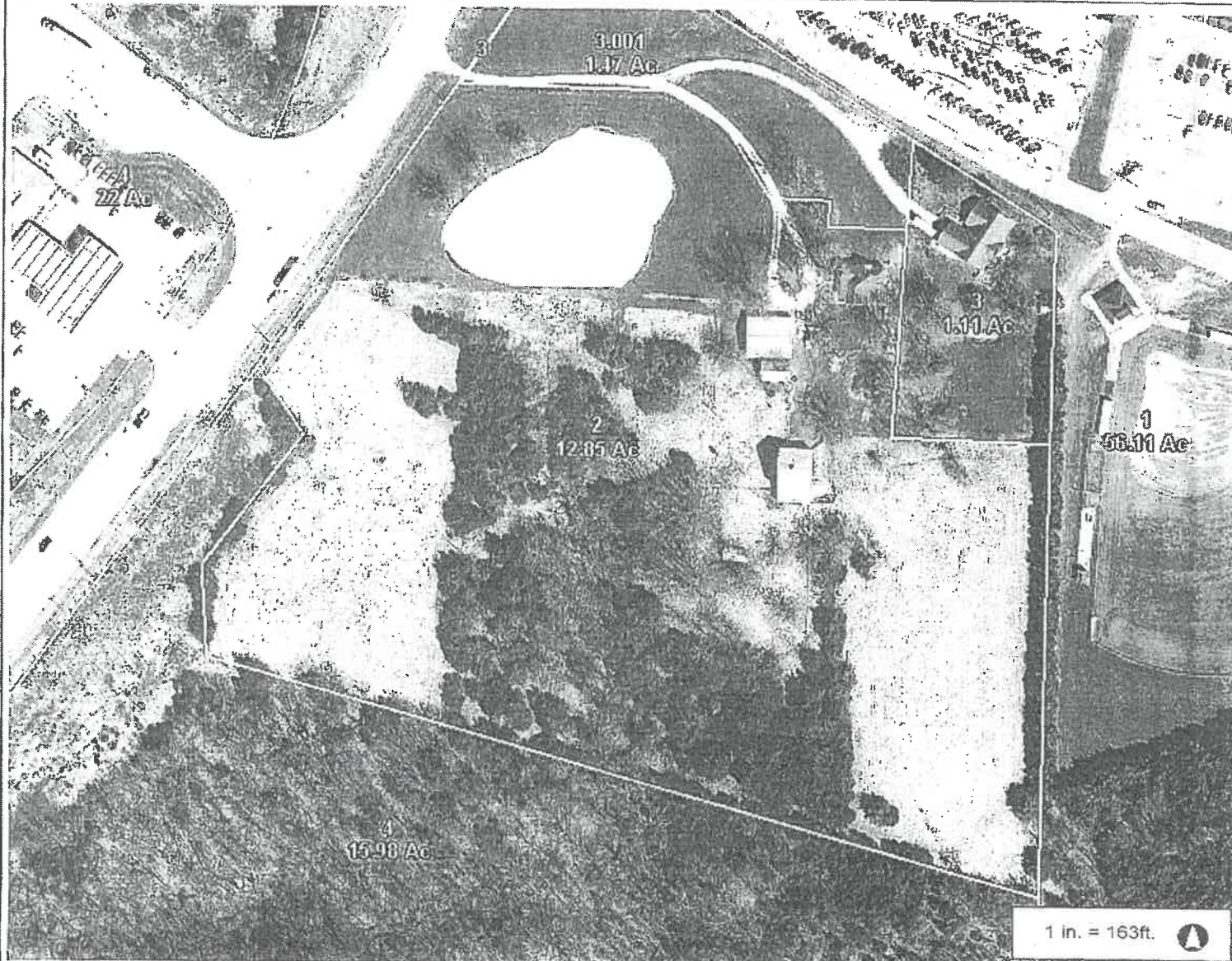


RONALD E. KLIETHERMES, PLS
MISSOURI PLS #2109

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

EXHIBIT A-2
Page 4 of 4 Pages

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

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. Kluth
RONALD E. KLUTHERMES, PLS
MISSOURI SURVEYOR NO. LS-2109
DATE: *DEC 10, 2015*

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

S.10-T48N-R17W
SW 1/4

TRACT #2-2.62 AC.

HODGES
(BK. 444, PG. 001)

S:10-T48N-R17W
SW 1/4

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

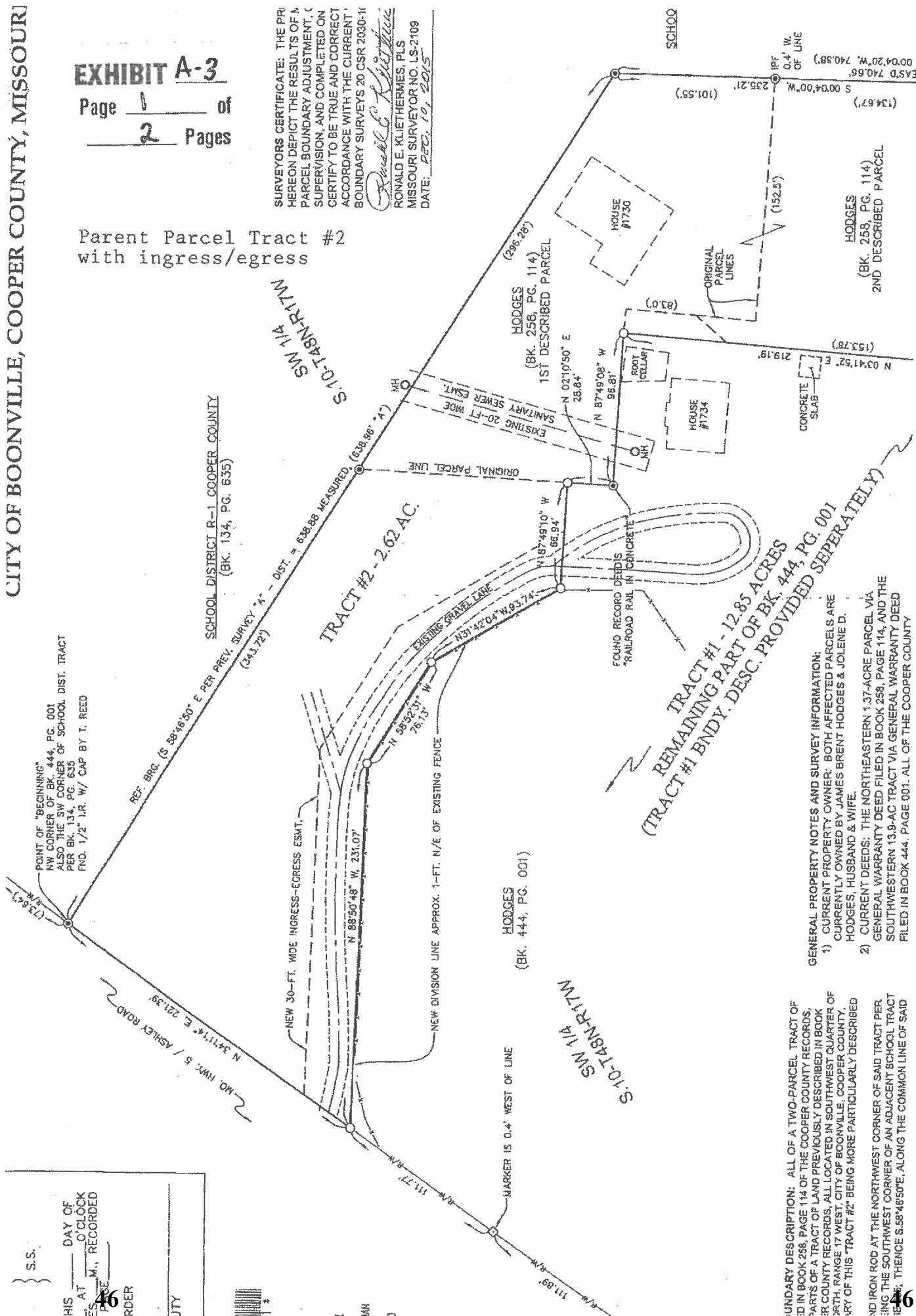
GENERAL PROPERTY NOTES AND SURVEY INFORMATION:

1) CURRENT PROPERTY OWNER: BOTH AFFECTED PARCELS ARE CURRENTLY OWNED BY JAMES BRENT HODGES & JOLENE D. HODGES, HUSBAND & WIFE.

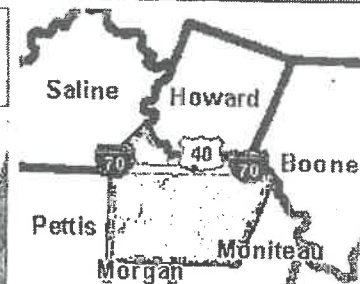
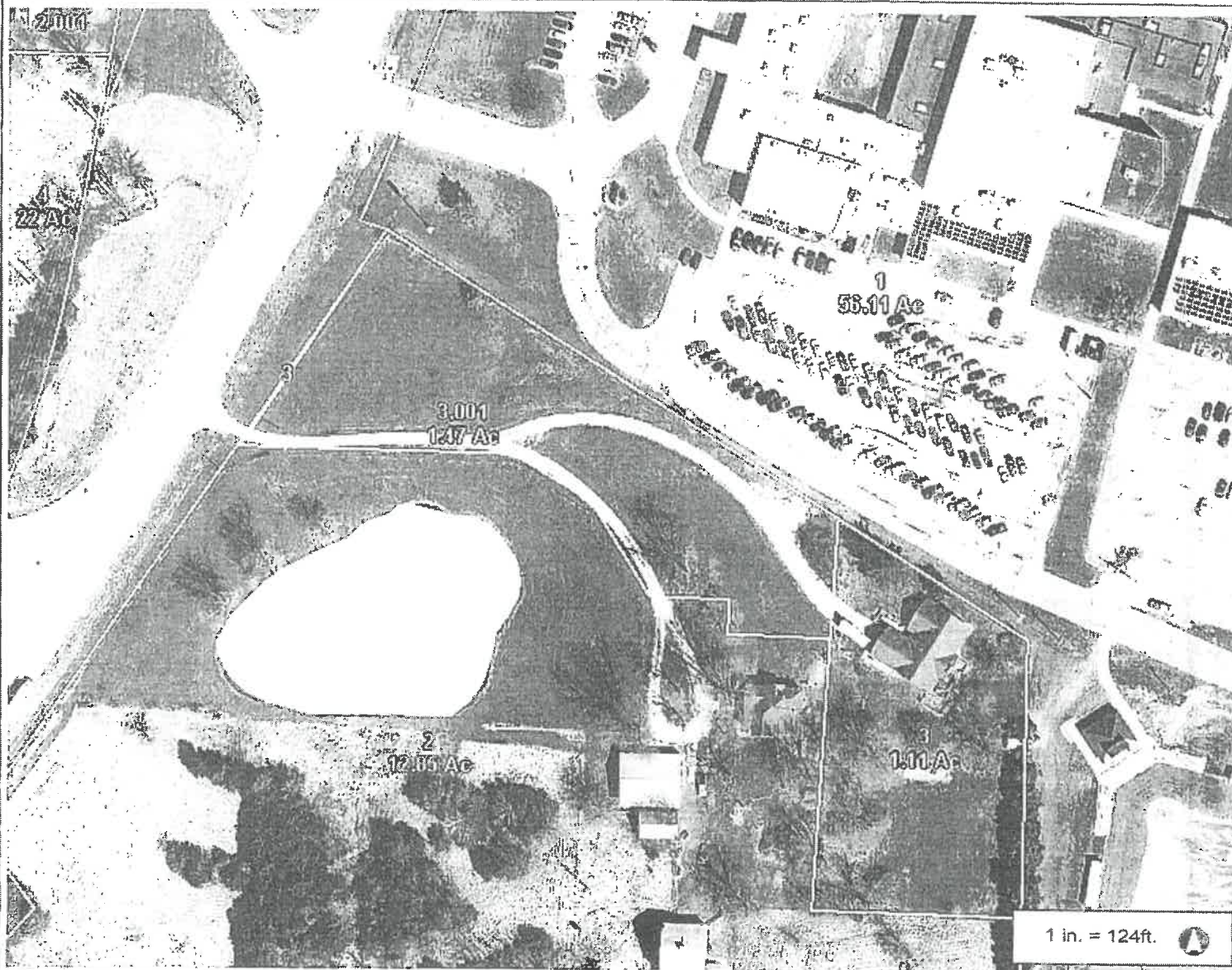
(2) CURRENT DEEDS: THE NORTHEASTERN 1.37-ACRE PARCEL VIA GENERAL WARRANTY DEED FILED IN BOOK 258, PAGE 114, AND THE SOUTHWESTERN 13.9-AC TRACT VIA GENERAL WARRANTY DEED FILED IN BOOK 444, PAGE 001. ALL OF THE COOPER COUNTY

BUNDARY DESCRIPTION: ALL OF A TWO-PARCEL TRACT OF LAND IN BOOK 288, PAGE 114 OF THE COOPER COUNTY RECORDS, PARTS OF A TRACT OF LAND PREVIOUSLY DESCRIBED IN BOOK 288, PAGE 114 OF THE COOPER COUNTY RECORDS, AND PARTS OF A TRACT OF LAND PREVIOUSLY DESCRIBED IN BOOK 288, PAGE 114 OF THE COOPER COUNTY RECORDS, ALL LOCATED IN SOUTHWEST QUARTER OF NORTH RANGE 17 WEST, CITY OF BOONVILLE, COOPER COUNTY. ALL OF THIS "TRACT #2" BEING MORE PARTICULARLY DESCRIBED

AND IRON ROD AT THE NORTHWEST CORNER OF SAID TRACT PER-
MITS THE SOUTHWEST CORNER OF AN ADJACENT SCHOOL TRACT
BEING 45'. THENCE S.58°46'50"E. ALONG THE COMMON LINE OF SAID



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

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

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, NB
Co Co Mo.
March 16, 1968 LS

GENERAL WARRANTY DEED

LB 201 22

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.

62-25

of the ----- at ----- 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:

10-48-17
200
GA

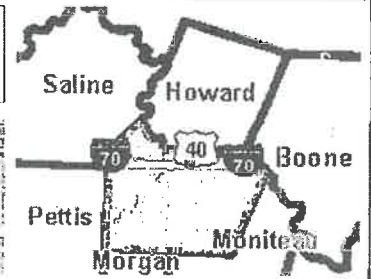
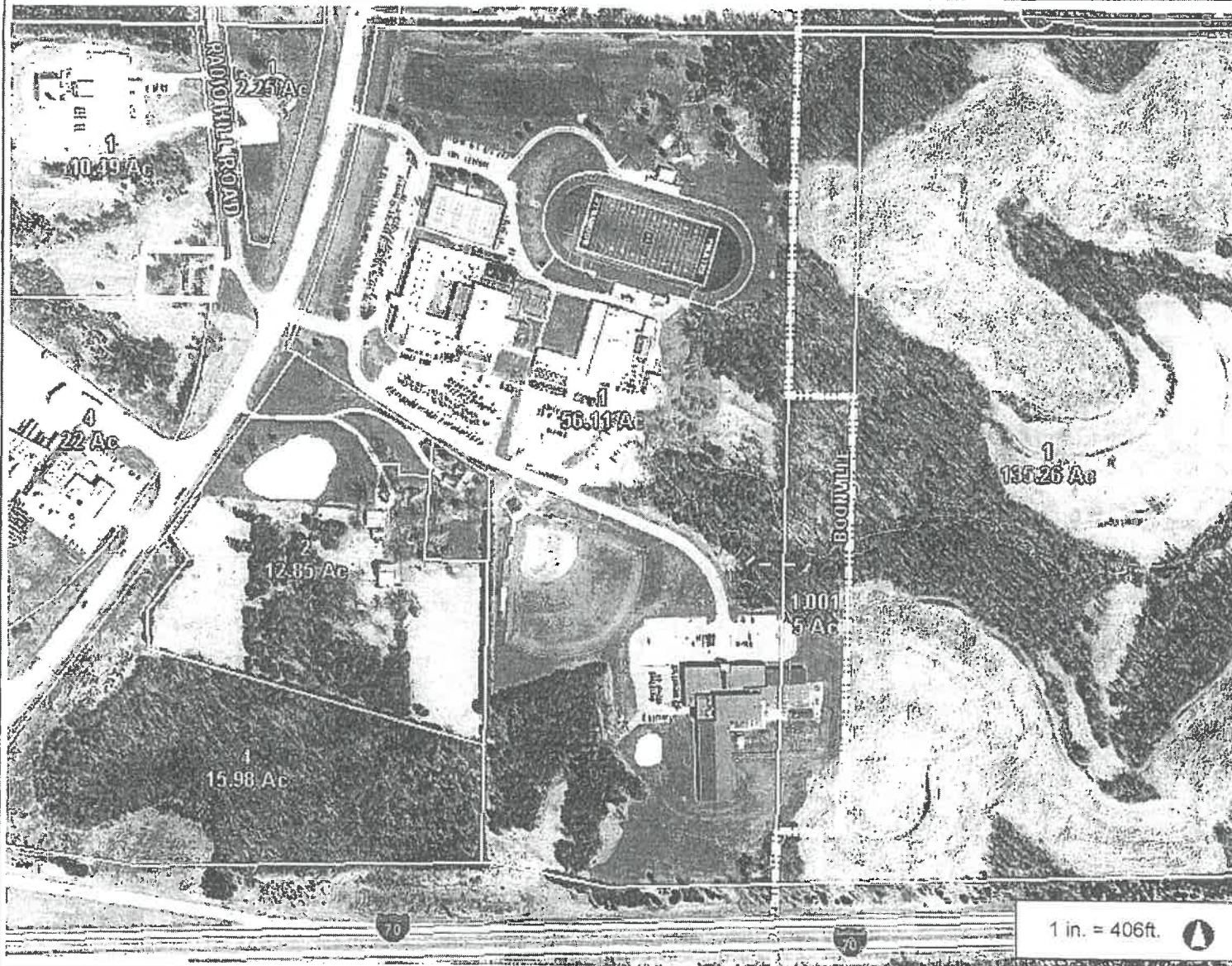
Beginning at the Northeast corner of the Southwest
quarter of Section 10, Township 48, Range 17, running
thence West along the quarter section line one thousand
one hundred fourteen (1114) feet to the East right-of-way
line of Missouri State Highway No. 5, thence Southwesterly
along said highway line 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
635
Page

EXHIBIT 8-1

Page 1 of
2 Pages

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

EXHIBIT B-1
Page 2 of 2 Pages

812.9 0 406.43 812.9 Feet

1 in. = 406 ft.



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THIS MAP IS NOT TO BE USED FOR NAVIGATION

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, S89°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.

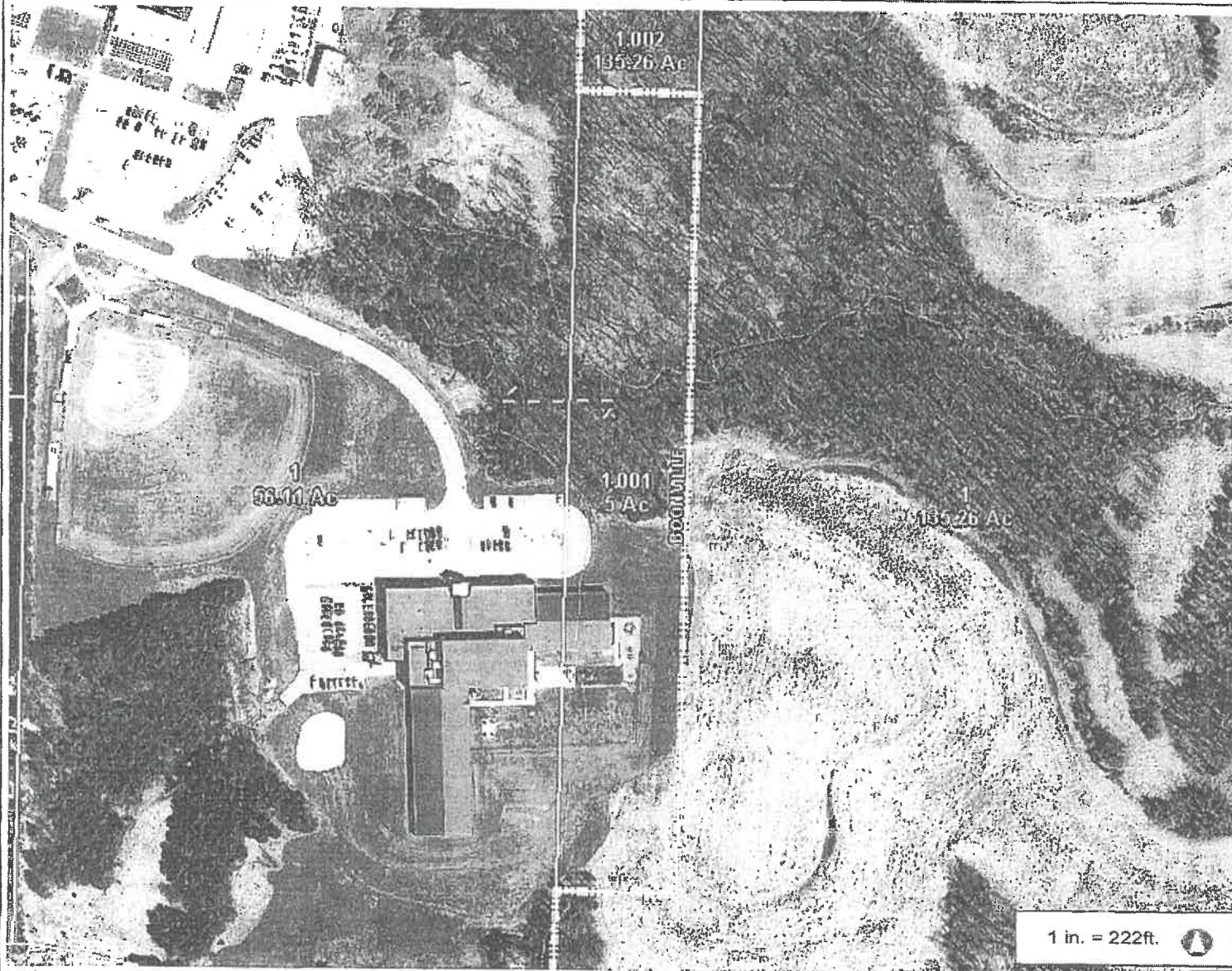
SUBJECT to easements and restrictions of record.

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



1 in. = 222 ft.

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

Notes

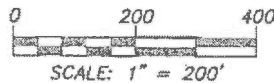
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EXHIBIT B-2
Page 2 of 2
Pages

EXHIBIT 8-3

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.

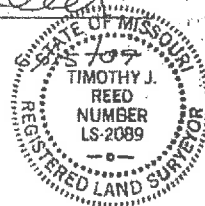
BEGINNING AT THE CENTER OF SECTION 10-48-17, THENCE S 0°27'30"W, ALONG THE 1/4 SECTION LINE, 2392.31 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 70; THENCE ALONG SAID RIGHT-OF-WAY, S 87°37'30"W 487.12 FEET; THENCE N 78°20'20"W 309.23 FEET; THENCE S 87°37'30"W 20.49 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, 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'

2392.31'

S 0°27'30"W

FENCE

16'

13'

FENCE CORNER POST

14' EAST OF SET IRON

1217.9'

SECTION LINE

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

SOUTHEAST CORNER OF SECTION 10-48-17

TRACT 1 OF A SURVEY RECORDED IN BOOK 7 PAGE 376

N 89°39'30"E 2691.37'

ALUMINUM MONUMENT

5.5'

EXHIBIT 8-3

Page 2 of
2 Pages

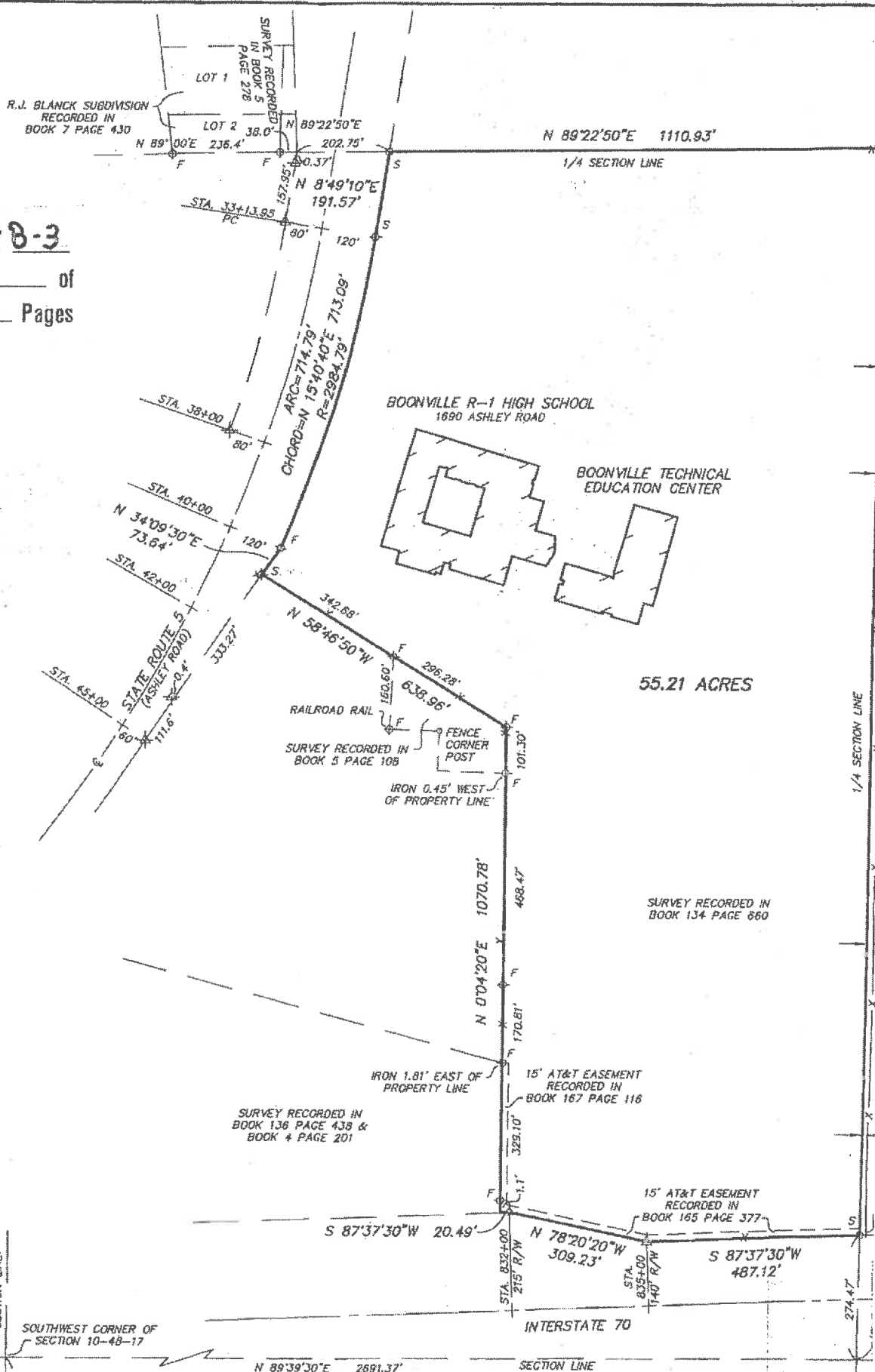


EXHIBIT 2-4

Page 1 of
4 Pages



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.)

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
Jolene D. Hodges

[illegible]

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.

Bruce R. Quinlan
Signed _____ Notary Public

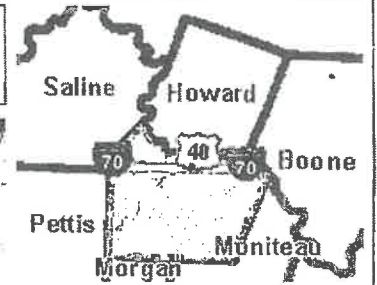
Bruce R. Quinlan



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

(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



1 in. = 61ft.

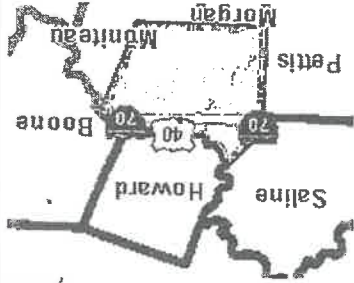
121.9 0 60.93 121.9 Feet

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Notes

EXHIBIT B-4
Page 3 of 4 Pages



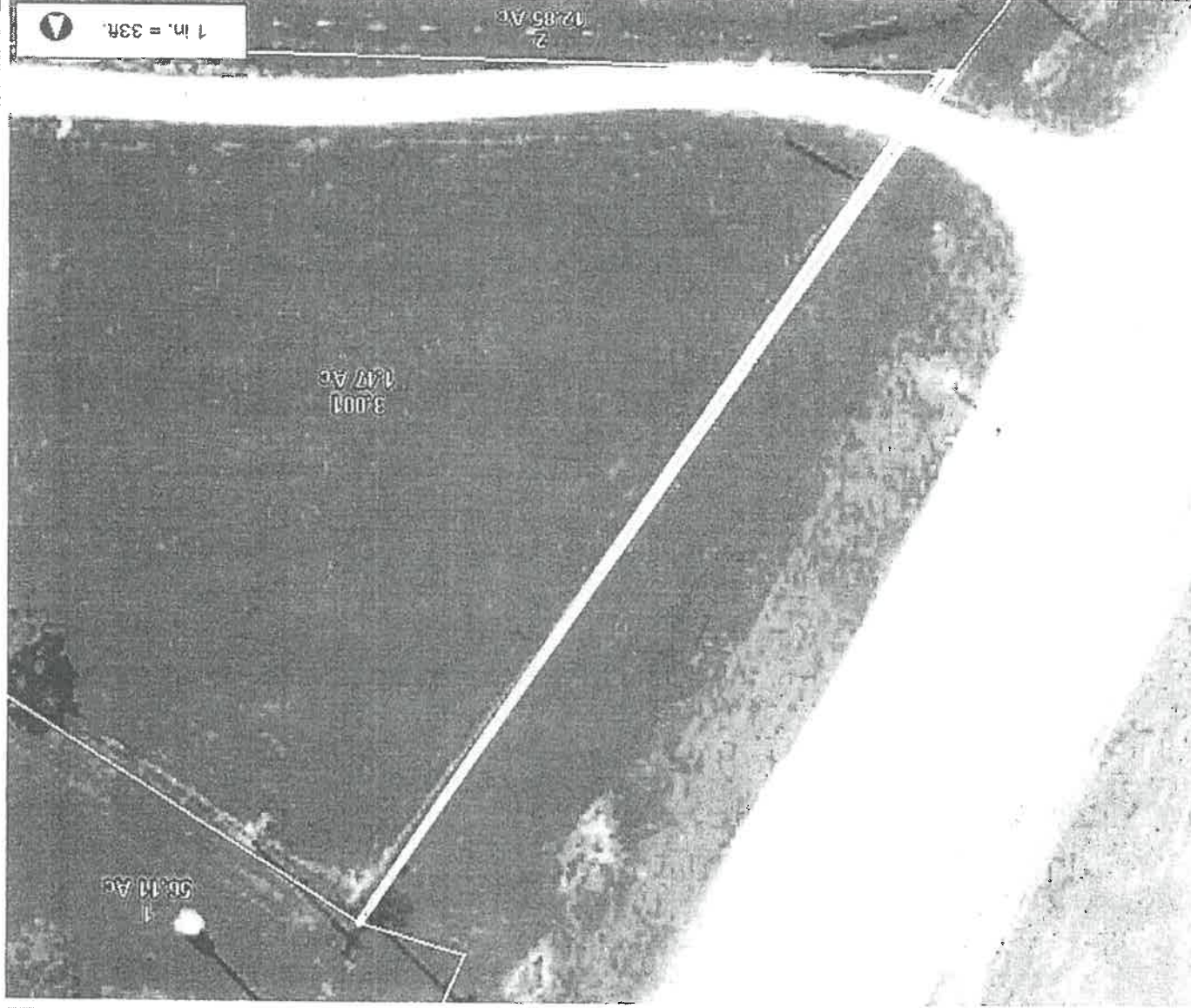
Legend

- Road
- 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 0-4
 Page 4 of 4 Pages

Notes

Cooper County, MO



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65.8 Feet 32.92 0

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.

**City of Boonville
Police Board Minutes From
February 10, 2020**

NOTICE POSTED ON 01/30/202 9:30 A.M.

- 1. Meeting was called to order at 7:00 P.M. by Chairman Michael Drew**
 - A. Members Present: Michael Drew, Tom Halford, Gene Cummins, City Council Representative Henry Hurt, and Chief Bobby Welliver**
- 2. Members Absent: Brett Cooper and Ralph Twillman**
- 3. Guests Present: None**
- 4. Public Comments: None**
- 5. Tom Halford made the motion to approve the minutes from the June 10, 2019 and October 14, 2019 meetings which was seconded by Gene Cummins. Motion was approved by unanimous vote.**

Reports

- A. Chief Welliver**
 - 1. Brandon Billington has ben hired as a Patrol Officer. We are currently fully staffed.**
- 6. Unfinished Business**
 - A. Our patrol Radio Extenders have been upgraded and are working fine.**

7. New Business:

- A. We received an award from the Missouri Police Chiefs Association for two additional Rapid ID's. We will now have a unit in all four of our main patrol vehicles. These are small handheld fingerprint devices which can be used to identify persons who refuse to identify themselves. The grant value is \$3,028.42**

8. Miscellaneous:

- A. 2020 Patrol Vehicles have been ordered and will be delivered after April 1, 2020. We will be purchasing Dodge Durango's again this year. (\$29,968.43)**
- B. Michael Drew inquired if we had investigated a new less-lethal weapon which is the Bola Wrap. This is essentially a device which uses rope and hooks from a safe distance to physically disable a person without the use of force,**
- He was advised Capt. Joe Pangburn had attended a demonstration and thought these were promising. At this time the price is high but in the future the cost may come down where they are more affordable.**
- C. Michael Drew also inquired if we have any active neighborhood Watch Groups and was advised there are a few but they are not generally very active. These groups must be led by persons in their respective neighborhoods as we simply do not have the manpower to organize and keep groups running.**

- 9. Tom Halford made the motion to adjourn which was seconded by Gene Cummins. Motion was approved by unanimous vote.**

Meeting Adjourned At 7:34 P.M.

Respectfully Submitted,

Bobby Welliver

Chief Bobby Welliver

**BOARD OF PUBLIC WORKS
MEETING
January 30, 2020**

NOTICE POSTED: Monday, January 27, 2020 at 2:03 p.m.

The Board of Public Works met at the City Services Building at 1200 Locust, 5:30 p.m., Thursday, January 30, 2020.

ROLL CALL: Voting Members Present; Ed Scrivner and TC Meller. Non-Voting Members Present; Council Representative Susan Meadows and M. L. Cauthon III, Director of Public Works. Voting Members absent; Van Donley. Also, present; Kate Fjell, City Administrator, Jeff Ditto, Assistant Director of Public Works and Russell Gerling, Alliance Water Resources Local Manager.

Without a quorum of voting members, no business was conducted.

Mrs. Fjell briefed those present on the draft 2020-2021 budget for Water, Sewer and Gaming accounts. Mr. Cauthon asked members present to think of candidates to fill the vacant seat on the board.

Respectfully submitted,

M. L. Cauthon III

Approved by:

Ed Scrivner, Chairman

VACANT COMMITTEE POSITIONS & COMMITTEE APPOINTMENTS

Airport

Vacant – 4

Architectural Review Committee

Vacant – 5

Board of Adjustments

Vacant – 3

Board of Public Works

Vacant – 1

BOCA Board of Appeals

Vacant – 1

Boonville Housing Authority Board

Cara Johnson—Exp. August 2020

Historic Preservation Commission

Vacant – 2

Local Agency Funding

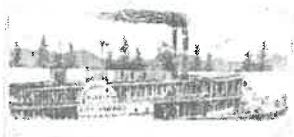
Lindsey Murphy – Exp. May 2020

Parks and Recreation Board

Vacant – 2

Planning and Zoning Commission

Vacant – 2



HOUSING AUTHORITY
of the City of Boonville

506 Powell Ct.
Boonville, MO 65233-1521

Office: 660-882-7332
Fax: 660-882-6811



February 6, 2020

Mayor Ned Beach
CITY HALL
401 Main St.
Boonville, MO 65233

Mayor Ned,

The Housing Authority Board of Commissioners now has one vacancy. I am contacting you with the recommendation for appointment of Ms. Cara Johnson, Community Services Director for Unlimited Opportunities, INC to the Housing Authority Board of Commissioners. Cara's address is 517 Sonya Drive, Boonville MO 65233. Cara would be replacing John Linville who resigned on January 31, 2020. Ms. Johnson has agreed to fill the remainder of John Linville's term if appointed by you thru August of 2020.

Please contact our office if you have any questions or concerns.

Best regards,

Robert J. Rorah
Executive Director
Cc: Teresa Studley
Marilyn Adkins

Public Works Monthly Report
January 2020

WWTP:

Total flow processed - 44,740,000 gallons

Average daily flow - 1,443,000 gallons

Sludge disposed - 121.35 tons

Remarks: Completed project to raise electric meter at lift station #1.

WTP:

Gallons pumped from river - 29,240,000 gallons

Gallons pumped to customer - 30,066,000 gallons

Remarks:

Water Distribution / Sewer Collection:

Installed or renewed water service - 1

Remarks - Repaired water service leak at 1206 Crescent Drive; installed new meter pit 616A E. Spring Street; installed new meter at 1201 Jefferson Road; replaced 1 large meter and 1 residential meter; jetted drain lines at transfer station; routine sewer line jetting; assisted with snow plowing.

Street Department:

Worked snow and ice events; repaired equipment; patched potholes.

Central Garage:

Vehicles serviced and inspected - 5

Vehicle and equipment repairs - 16

Remarks: plowed snow

Weather (recorded at City Services Bldg.):

Average Temperature - 33.8° F

High Temperature - 59.6° F, January 9

Low Temperature - 9.9° F, January 20

Total Rain - 3.11"

Maximum Rain - 1.11", January 10

Project Status:

- 1.
- 2.



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

January 2020

Submitted by Alliance Water Resources, Inc.

February 18, 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

January, 2020

Administrative

- Richard Vollmer attended MoDNR training in Macon for his drinking water license. He is scheduled to take his drinking water exam in Feb.
- Todd Baslee attended training in O' Fallon for his MoDNR license renewal hours.

Treatment

- Normal operations and maintenance were performed this month.
- The screen on the overflow pipe at the Hospital Water Tower was found damaged. Utility Services was contacted to repair the screen. The screen has been repaired.
- The Hospital tower has been displaying erratic water level readings causing us to unintentionally overfill the tower. A water supply line to the transducer was plugged preventing accurate water pressure to the transducer, giving us false display of water level in the tower. The water supply line has been cleaned and is working accurately.
- High service pump #1 failed to operate for unknown reason. It failed to start and then it failed to shut off. It was determined the discharge valve control solenoid was the problem. The discharge control valve solenoid was replaced and High Service Pump #1 is back in service.

Project Updates

- R.E. Pedrotti was here to reconfigure the West River Pump VFD drive. The West River Pump is now operating normally.
- We are now receiving DF 3078 polymer in totes, not barrels, because of easier handling and safer than lifting 55-gallon barrels on the scale. A transfer pump was put together to pump the polymer from the tote to a barrel already on the scale.
- The 3 discharge outfalls from different parts of the treatment plant have been marked with new signs on post.

Safety

- Safety meeting was conducted for all employees for January.

Regulatory

- Ten Microbiological samples were taken in the distribution system. All samples tested were absent of Total Coliform and E-Coli. Report sent to DNR. (see attached)

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

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

Positives for the Month

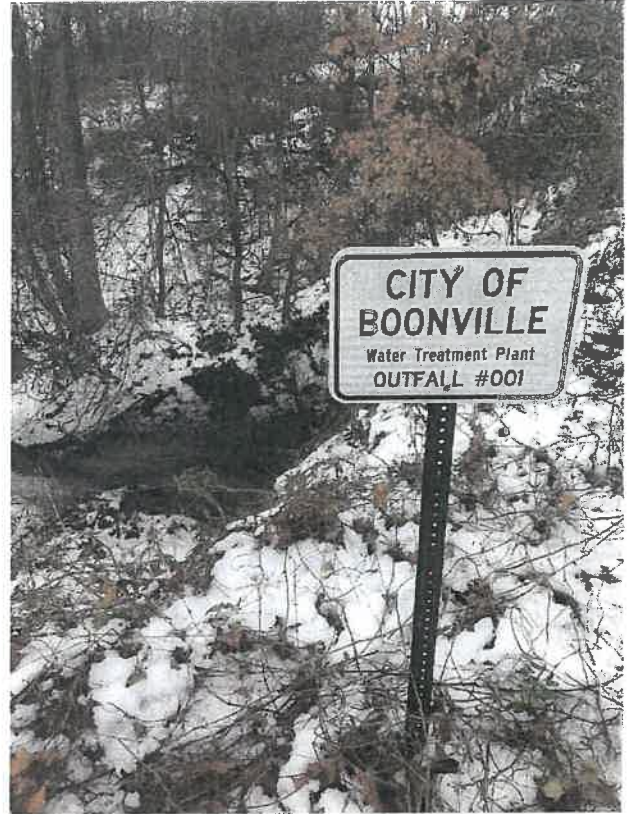
- Chlorine and Ammonia dosage levels has been decreased to help reduce TTHM levels.

Photos



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







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

PWS NAME City of Boonville		PWS ID MO 3010089	MONTH January
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 2.70 mg/l

TURBIDITY

1. Total number measurements taken monthly, A: 167
2. Number of measurements below 0.3 NTU, B: 167
 $[B/A] \times 100 = C: 100$ % 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			1NTU	5 NTU
1	5.0	10	2.06	.03	X	X	X
2	5.25	9	2.11	.05	X	X	X
3	4.5	10	2.23	.07	X	X	X
4	5.5	10	2.29	.05	X	X	X
5	4.5	10	2.35	.05	X	X	X
6	4.75	9	2.70	.05	X	X	X
7	4.50	9	2.41	.04	X	X	X
8	4.50	10	2.26	.04	X	X	X
9	6.0	9	1.98	.04	X	X	X
10	4.0	10	2.79	.04	X	X	X
11	4.50	13	2.31	.04	X	X	X
12	4.5	10	2.18	.04	X	X	X
13	5.25	9	2.71	.04	X	X	X
14	5.0	6	2.45	.04	X	X	X
15	4.75	7	2.24	.04	X	X	X
16	4.5	9	2.17	.04	X	X	X
17	6.25	6	2.23	.04	X	X	X
18	3.75	10	2.17	.04	X	X	
19	5.75	8	2.0	.04	X	X	X
20	4.25	7	2.75	.05	X	X	X
21	6.25	5	2.94	.09	X	X	X
22	4.5	5	2.80	.07	X	X	X
23	5.5	8	2.67	.06	X	X	X
24	4.25	4	2.68	.06	X	X	X
25	6.50	5	2.12	.05	X	X	X
26	4.75	5	2.66	.05	X	X	X
27	4.25	4	2.60	.04	X	X	X
28	5.0	4	2.58	.04	X	X	X
29	4.25	3	2.55	.04	X	X	X
30	5.0	7	2.47	.04	X	X	X
31	6.0	7	2.58	.04	X	X	X

NAME OF PERSON PREPARING REPORT Todd Baslee	SIGNATURE OF RESPONSIBLE OFFICIAL 	DATE 2/10/2020
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MO 790-1904 (07-13)

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_i 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_i 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.

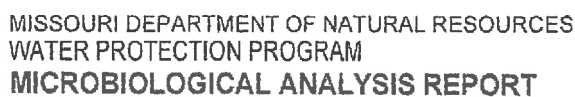
INDIVIDUAL FILTER MONITORING AND REPORTING

- 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.

MO 780-0438 (09-13)

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 MO3010089		2. MONTH / YEAR January 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)
A - Transfer	153.25	30.066	0.00	3	0.1209
B - Tower	0.00	0.00	N/A	N/A	N/A
9. TOTAL VOLUME OF OFF-SPECIFICATION WATER PRODUCED (MG) [A] 0.1209			10. TOTAL VOLUME OF WATER PRODUCED (MG) [B] 30.066		
11. PERCENT OF OFF-SPECIFICATION WATER PRODUCED ((A)/[B]*100) 0.402%			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 The three off spec events occurred because of power outages and power fluctuations at the water plant.					
16. NAME OF PERSON PREPARING REPORT Todd Baslee		17. SIGNATURE OF RESPONSIBLE OFFICIAL 		DATE 2/10/2020	

MO 780-2208 (06-13)

SHARE FOOD



BRING HOPE

January 29, 2020

City of Boonville
Ned Beach
401 Main St
Boonville, MO 65233-1567

Dear Mayor Beach,

Thank you for acting to end hunger in 2019. Because of donors like you, The Food Bank fed over 100,000 people every month last year.

One in seven Missourians face food insecurity on a regular basis. We remain committed to making a difference in the lives of those who need it most. With your support, we will make this year another success in serving the most vulnerable of our community.

Summary of 2019 contributions to The Food Bank for Central & Northeast Missouri:

Date of Gift	Amount of Gift	Program
3/11/2019	\$10,000.00	Buddy Packs
11/19/2019	\$8,600.00	Buddy Packs
		Total: \$18,600.00

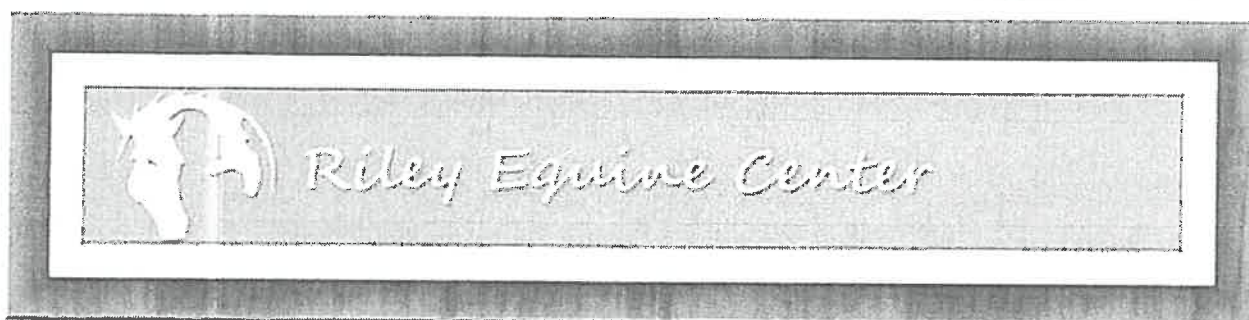
Gratefully,

Lindsay Young Lopez
President and CEO

This letter also acknowledges that you received no goods or services were provided in exchange for your generous donation. The Food Bank for Central & Northeast Missouri is a 501(c)(3) organization, Federal Tax ID # 43-1238934.



RECEIVED
1/31/2024



A 501©3 Non Profit Organization

17244 Doyle Road
Boonville, MO 65233

(660) 882-2377

Dear City of Boonville,

I want to thank you for choosing Riley Equine Center as the recipient of the Local Agency Funding Grant. It was truly a blessing to have funds that provided the opportunity to work with these amazing kids. The Grant funds were used to pay the scholarship fees for 10 children from our local area to participate in the Life Skills Program. These children were referred to us because they were facing some sort of challenge in their lives.

Each child had his/her own personal goals that were explored during our time together, I have included examples some of our students' experiences with us. We made some deep connections and built better skills for their futures.

We used different exercises with horses to explore and develop a relationship with the horses. The relationships we created with the horses were a reflection of how we relate to human beings. The five love languages, which are a common factor in relationships, animal or human, were one of the topics we focused on. We first applied this concept with the horses and then to themselves, friends, and families through discussion. Many aspects of relationships were covered. Opening the students' minds to being sensitive to others' needs and setting appropriate boundaries in relationships are very important life skills. The children demonstrated their understanding of how to apply these life skills during discussion and recall sessions at the beginning and end of each class.

One of our students' mothers has suffered a severe health crisis and the aftermath has been life changing for this young lady. She shared with us how this has affected her. We used her experience to explore how to cope with a life crisis such as this. This went straight to all of our hearts and was very powerful. We explored how to reach out for resources and how to better utilize the ones that we already have access to. We all learned about counting our blessings and loving people well. We learned about what it means to be selfless in the face of tragedy.

We also had a group of three siblings who recently moved to Boonville from overseas. Their mother wanted them to participate in the class to aid them in becoming more assimilated to American culture. They really liked each other but were very hesitant to interact with their classmates. We used the horses and other classroom activities to move them out of their comfort zones and into dialog with their classmates. As the weeks progressed the effectiveness of using horses as a tool to encourage them to engage with the other students was amazing. Giving them the chance to feel accepted in our small group will improve their confidence in facing new groups of people and help them to be able to function in different social situations.

Again, I want to thank you so much for choosing Riley Equine Center to receive funds from the city. I am very excited to see these students as they go forward. These are very bright young minds, and I know without a doubt that they will make a big impact on our community. Being able to be a part of this is a true blessing

Sincerely,

A handwritten signature in cursive script that reads "Kathleen Washburn".

Kathleen Washburn
Coordinator & Instructor



Missouri Gaming Commission State/Local Allocation of Gaming Revenues

RPT MGC/3

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

Year beginning 1/1/2020

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of Adm Tax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
01/01/2020	Wednesday	\$12,664.00	\$70,125.46	\$82,789.46	\$6,332.00	\$63,112.91	\$7,012.55	\$13,344.55
01/02/2020	Thursday	\$6,172.00	\$42,114.83	\$48,286.83	\$3,086.00	\$37,903.35	\$4,211.48	\$7,297.48
01/03/2020	Friday	\$11,060.00	\$66,471.29	\$79,531.29	\$5,530.00	\$61,624.16	\$6,847.13	\$12,377.13
01/04/2020	Saturday	\$13,012.00	\$51,276.50	\$64,288.50	\$6,506.00	\$46,148.65	\$5,127.65	\$11,633.65
01/05/2020	Sunday	\$7,136.00	\$32,002.01	\$39,138.01	\$3,568.00	\$28,801.81	\$3,200.20	\$6,768.20
01/06/2020	Monday	\$4,066.00	\$21,255.81	\$25,321.81	\$2,033.00	\$19,130.23	\$2,125.58	\$4,158.58
01/07/2020	Tuesday	\$4,106.00	\$28,025.25	\$32,131.25	\$2,053.00	\$25,222.73	\$2,802.52	\$4,855.52
01/08/2020	Wednesday	\$5,252.00	\$31,623.60	\$36,875.60	\$2,626.00	\$28,461.24	\$3,162.36	\$5,788.36
01/09/2020	Thursday	\$6,070.00	\$39,545.30	\$45,615.30	\$3,035.00	\$35,590.77	\$3,954.53	\$6,989.53
01/10/2020	Friday	\$7,760.00	\$54,315.07	\$62,075.07	\$3,880.00	\$48,583.56	\$5,431.51	\$9,311.51
01/11/2020	Saturday	\$4,048.00	\$23,264.69	\$27,312.69	\$2,024.00	\$20,938.22	\$2,326.47	\$4,350.47
01/12/2020	Sunday	\$4,392.00	\$21,933.05	\$26,325.05	\$2,196.00	\$19,739.75	\$2,193.30	\$4,389.30
01/13/2020	Monday	\$4,246.00	\$27,334.32	\$31,580.32	\$2,123.00	\$24,600.89	\$2,733.43	\$4,856.43
01/14/2020	Tuesday	\$5,460.00	\$19,087.43	\$24,547.43	\$2,730.00	\$17,178.69	\$1,908.74	\$4,638.74
01/15/2020	Wednesday	\$5,736.00	\$27,985.87	\$33,721.87	\$2,868.00	\$25,187.28	\$2,798.59	\$5,666.59
01/16/2020	Thursday	\$6,314.00	\$33,050.98	\$39,364.98	\$3,157.00	\$29,745.88	\$3,305.10	\$6,462.10
01/17/2020	Friday	\$4,256.00	\$26,512.69	\$30,768.69	\$2,128.00	\$23,861.42	\$2,651.27	\$4,779.27
01/18/2020	Saturday	\$13,928.00	\$86,093.24	\$100,021.24	\$6,964.00	\$77,483.92	\$8,609.32	\$15,573.32
01/19/2020	Sunday	\$6,148.00	\$31,494.65	\$37,642.65	\$3,074.00	\$28,345.19	\$3,149.46	\$6,223.46
01/20/2020	Monday	\$3,832.00	\$21,248.28	\$25,080.28	\$1,916.00	\$19,123.45	\$2,124.83	\$4,040.83
01/21/2020	Tuesday	\$4,248.00	\$29,618.32	\$33,866.32	\$2,124.00	\$26,656.49	\$2,981.83	\$5,085.83
01/22/2020	Wednesday	\$2,434.00	\$9,571.03	\$12,005.03	\$1,217.00	\$8,613.83	\$957.10	\$2,174.10
01/23/2020	Thursday	\$3,298.00	\$18,936.29	\$22,234.29	\$1,649.00	\$17,042.66	\$1,893.63	\$3,542.63
01/24/2020	Friday	\$7,042.00	\$39,642.92	\$46,684.92	\$3,521.00	\$35,678.63	\$3,964.29	\$7,485.29
01/25/2020	Saturday	\$14,784.00	\$82,676.82	\$97,462.82	\$7,392.00	\$74,410.94	\$8,267.88	\$15,659.88
01/26/2020	Sunday	\$9,286.00	\$54,564.04	\$63,850.04	\$4,643.00	\$49,107.64	\$5,456.40	\$10,099.40
01/27/2020	Monday	\$4,312.00	\$22,470.25	\$26,782.25	\$2,156.00	\$20,223.23	\$2,247.02	\$4,403.02
01/28/2020	Tuesday	\$4,014.00	\$26,027.47	\$30,041.47	\$2,007.00	\$23,424.72	\$2,602.75	\$4,609.75
01/29/2020	Wednesday	\$3,426.00	\$24,553.97	\$27,979.97	\$1,713.00	\$22,098.57	\$2,455.40	\$4,168.40
01/30/2020	Thursday	\$6,970.00	\$37,206.54	\$44,176.54	\$3,485.00	\$33,485.89	\$3,720.65	\$7,205.65
01/31/2020	Friday	\$12,862.00	\$81,227.40	\$94,089.40	\$6,431.00	\$73,104.66	\$8,122.74	\$14,553.74
Casino Report Totals:		\$208,334.00	\$1,183,257.37	\$1,391,591.37	\$104,167.00	\$1,064,931.66	\$118,325.71	\$222,492.71
Casino YTD Totals:		\$208,334.00	\$1,183,257.37	\$1,391,591.37	\$104,167.00	\$1,064,931.63	\$118,325.74	\$222,492.74

*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