

**CITY OF BOONVILLE  
COUNCIL MEETING  
AGENDA  
JANUARY 6, 2020  
7:00 p.m.  
City Council Chambers  
525 E. Spring Street  
Boonville, Missouri**

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- I. Call to Order – Pledge and Prayer (Vanessa Dorman)**
- II. Roll Call**
- III. Hearing of Citizens' Comments**
- IV. Approval of the Minutes of the December 16, 2019 Council Meetings**
- V. Consent Items**
  - a. Consider Change Order No. 6 from Lehman Construction LLC in the amount of -  
•\$51,407.25 for Wastewater Treatment Facility Improvements Flow Equalization
  - b. Consider Pay Request No. 11 from Lehman Construction, LLC in the amount of  
\$93,898.61 for Wastewater Treatment Facility Improvements Flow Equalization
- VI. Presentation of Accounts and Claims**
- VII. Unfinished Business**
  - A) None.
- VIII. New Business**
  - A) First Reading of Bill No. 2020-001 Renewing and Continuing Capital Sales Tax
  - B) First Reading of Bill No. 2020-002 Lease Agreements for Concession Services on City Properties
- IX. Reports of Standing Committees**
  - A) Fire Board – December 18, 2019 (Brent Bozarth)
  - B) Street, Alley, and Sanitation Board – December 25, 2019 (Michael Stock)
  - C) Board of Public Works – December 26, 2019 (Susan Meadows)
- X. Reports of City Officials**
  - City Administrator
    - FY 2020-2021 Budget #1
  - Mayor
  - City Clerk

## **XI. Miscellaneous**

## **XII. Adjourn**

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

***DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL***

City of Boonville  
City Council Meeting Minutes  
December 16, 2019

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The Boonville City Council met in Regular Session on December 16, 2019 at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Ned Beach, Mayor; Kate Fjell, City Administrator; Teresa Studley, City Clerk; and Randy Ayers, Sergeant at Arms. Doug Abele, Interim City Counselor, was absent.

**NOTICE POSTED: Thursday, December 12, 2019 at 2:55 p.m.**

**CALL TO ORDER – PLEDGE AND PRAYER**

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

**ROLL CALL**

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

**HEARING OF CITIZENS' COMMENTS**

None.

**APPROVAL OF THE MINUTES OF THE DECEMBER 2, 2019 COUNCIL MEETING**

The minutes were approved as presented.

**CONSENT ITEMS**

None.

**PRESENTATION OF ACCOUNTS AND CLAIMS**

Ms. Studley read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Mr. Venable seconded the motion for approval. Roll call was taken. Ayes: Venable, Stock, Young, Meadows, Hurt, and Carter. Total (6). Opposed: None. Total (0). Absent: Dorman and Bozarth. Total (2). Motion Carried.

## **UNFINISHED BUSINESS**

### ***SECOND READING OF BILL NO. 2019-034 AMENDING CODE OF GENERAL ORDINANCES WITH ADOPTION OF JANUARY 2020 CITY OF BOONVILLE PERSONNEL MANUAL***

Ms. Studley read, by title only, a copy of the bill. Ms. Meadows moved, and Mr. Hurt seconded the motion to approve the bill. Mr. Carter inquired of the Council if they were aware that the manual will give a group of people a pay raise and that the employees will be receiving another holiday. Mr. Carter stated that this had not been discussed before. Ms. Fjell clarified that the increase was a \$5 per month award pay for all water and wastewater licenses held by City Employees. Ms. Fjell also clarified that the extra holiday is a floating holiday which is replacing the discretionary day. Mr. Carter stated that he feels that anything that was changed needed to be brought to the Council's attention before it is voted on. Mayor Beach stated that he agreed, that particularly if there was a financial change, the Council needs to be aware of any changes. Mr. Carter stated that he wanted to clarify that if a Councilman chooses to talk to the media, they can. Councilman are not considered City Employees. Ms. Fjell agreed and clarified that anyone elected is not a City Employee.

Mr. Carter stated that he feels the Council needs to understand more clearly with the things that are being passed by Council. Mayor Beach stated that we need to work on making sure that Council is more informed on changes being made. Mr. Carter stated that he went through the Personnel Manual that was passed in 2017 and he began comparing the manuals. Ms. Fjell stated that she highlighted the changes that were made in the Personnel Manual in the memo that was included in the previous packet. Ms. Fjell stated that she pulled those items out separately in the memo and mentioned those things.

Mr. Young questioned how many holidays employees are receiving. Ms. Fjell responded that there are eleven holidays, which include the floating holiday. The floating holiday will replace the discretionary day that employees currently have now. Ms. Meadows stated that she thinks that it is reasonable, and it gives a little more flexibility on how a person uses that time off.

Mr. Carter inquired when the \$5 per month increase would take effect. Ms. Fjell responded that it would take effect on January 1, 2020. Mr. Carter stated that Council usually considers pay raises with the budget process. Ms. Fjell stated that we have the financial space to cover the three months; January, February, and March. Then it will be built into the budget for April. Ms. Fjell stated that this increase was made by a suggestion from Mr. M.L. Cauthon, Director of Public Works. Mr. Cauthon stated that it is not a salary issue; it is the award pay for water and wastewater licenses that effect approximately eight employees. Mr. Cauthon stated that it has not been changed in thirty years. There was brief discussion on the award pay increase. Mr. Venable stated that it looks like the increase would be approximately a \$500 increase for the entire year. Mr. Cauthon stated that the employees need continued education for the licenses to remain current.

With no further discussion, roll call was taken. Ayes: Venable, Stock, Young, Meadows, and Hurt. Total (5). Opposed: Carter. Total (1). Absent: Dorman and Bozarth. Total (2). Motion Carried.

## **NEW BUSINESS**

### ***CONSIDER RESOLUTION R2019-07 AUTHORIZING AN AGREEMENT WITH SEPTAGON CONSTRUCTION MANAGEMENT INC. AND PORTER, BERENDZEN & ASSOCIATES P.C. FOR KEMPER CAMPUS PROJECTS***

Ms. Studley read the resolution in its entirety. Mr. Carter moved, and Mr. Stock seconded the motion for approval. Ms. Fjell stated that this is setting the stage for all of the Kemper Projects that were passed as a part of the sales tax. Ms. Fjell stated that we have been working with these companies for over three years regarding the project. They have all of the history and lead up information. Their work will continue over the next five years.

Mr. Carter inquired if there will be a contract in place with the YMCA and Boonslick Regional Library before we do anything. Mayor Beach stated that we have a contract in place with the YMCA now, but we only have a memorandum of understanding with the library. Mr. Carter stated that the contract with the YMCA is only for the existing building, not a new building. Mr. Carter inquired if we will get a contract before we build the new building. Ms. Fjell stated that we will most likely not have a contract before the building is built, but will have a formal memorandum of understanding with the library. Ms. Fjell stated that we can create a formal memorandum of understanding with the YMCA as well. Mr. Carter stated that he would like to know what the contract says before the city spends a bunch of money. Mayor Beach stated that he has established an ad-hoc committee that will be approving in January to watch for these kinds of things. Ms. Meadows has agreed to chair that committee. Mayor Beach stated that we will be doing the same thing with Second Street as well. Mayor Beach stated that we will have Council Representatives that will be assigned that know what is going on. There was some brief discussion regarding YMCA and Boonslick Regional Library contracts.

Mr. Venable pointed out that on page 23, section 1.1.9; it refers to the Council as Board of Aldermen. It needs to be "City Council". Ms. Fjell stated that the change is noted, and the final copy will be changed.

With no further discussion, roll call was taken. Ayes: Venable, Stock, Young, Meadows, Hurt, and Carter. Total (6). Opposed: None. Total (0). Absent: Dorman and Bozarth. Total (2). Motion Carried.

## **REPORTS OF STANDING COMMITTEES**

### ***POLICE BOARD – DECEMBER 9, 2019***

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

### ***PLANNING AND ZONING COMMISSION – DECEMBER 10, 2019***

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

## **REPORTS OF CITY OFFICIALS**

### ***CITY ADMINISTRATOR***

Ms. Fjell reported that in 2020, there will be an election on the CIP Tax due to the five-year renewal date. The first meeting in January, there will be an ordinance before Council calling for the election.

Ms. Fjell reminded the Council that there will be upcoming budget sessions beginning in January. At the first January 2020 Council meeting, the calendar for the budget work sessions will be laid out.

### ***MAYOR***

Mayor Beach stated that he attended the tree lighting ceremony at the DAR House. Mayor Beach stated that the house has been an asset to the City of Boonville for many years. Mayor Beach stated that the members of the DAR have chosen to have several fundraisers throughout the years for special causes. Mayor Beach reported that there were approximately 125 people in attendance for the tree lighting ceremony. Mayor Beach suggested that everyone should be in attendance for next year's tree lighting ceremony.

Mayor Beach stated that he and Mr. Carter have had long conversations regarding ad-hoc committees. Some of those projects that an ad-hoc committee would benefit are the Second Street Corridor, Heritage Days, the things that Mr. Carter has been able to accomplish with the downtown merchants, and lastly the Kemper Campus Projects. Mayor Beach stated that he is trying to keep these committees smaller than what the soccer committee was. The soccer committee was almost unmanageable. Mayor Beach stated that ad-hoc committees can give us an opportunity to have information and participation into what is going on without much formality.

Mayor Beach directed the Council to the committee appointments that were included in the council packet on page 45. Mayor Beach advised of the following appointments that need approved by council: Cemetery Board – Shirley McGowan (expires May 2021), and ad-hoc committee for Kemper Campus YMCA/Boonslick Library Projects Committees – Matt Schneringer, Jodie Stock, Mary Pat Abele, and Sandy Meisenheimer. Mr. Carter moved, and Mr. Venable seconded the motion to approve the appointments. Roll call was taken. Ayes: Venable, Young, Meadows, Hurt, and Carter. Total (5). Abstain: Stock. Total (1). Opposed: None. Total (0). Absent: Dorman and Bozarth. Total (2). Motion Carried.

### ***CITY CLERK***

Ms. Studley announced that the Candidate filing period for the April 7, 2020 Municipal Election will open on Tuesday, December 17, 2019 from 8:00 a.m. to the Closing Date of January 21, 2020 at 5:00 p.m. The offices to be filled for this upcoming election are for a 2-year term for each Council Representative for Wards 1 through 4 for those seated on her left. Interested parties will complete a declaration of candidacy, pay a \$25.00 filing fee with the City

Clerk at City Hall located at 401 Main Street in Boonville and have their city taxes paid and all user fees current on the last day to file. A public notice of this filing period was published in the Boonville Daily News on November 29, 2019.

Ms. Studley reminded the council that the next regular council meeting is scheduled for January 6, 2020, which is three weeks from today, due to the month of December having five Monday's.

### MISCELLANEOUS

Mr. Carter stated that the annual Christmas parade that was held downtown was great this year. Everyone did a great job. The Chamber of Commerce needs to be recognized for putting the parade on for Boonville.

Mr. M.L. Cauthon, Director of Public Works stated that he and Ms. Fjell met with the regional technical operations manager of Suddenlink. Mr. Cauthon stated that the manager briefed city staff on their future project, with Suddenlink completely rebuilding their infrastructure in Boonville. There will be a contractor, Sky Tech Services, that will be extending fiber optic cable to much of their service area. Mr. Cauthon stated that it will be done, much like Socket and other internet providers do in fiber hoods. Mr. Cauthon stated that the contractor intends on having three boring crews in Boonville.

### ADJOURN

With no further discussion, Mr. Stock moved, and Mr. Young seconded the motion to adjourn at 7:36 p.m. and the voice vote was unanimous.

Respectfully Submitted,

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Teresa Studley, City Clerk

Approved:

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Ned Beach, Mayor

**CONTRACT CHANGE ORDER  
SECTION 00941**

Change Order No. 6-FINAL  
Project No. 454-267

Sheet 1 of 1  
Original 1 of 6

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

To: Lehman Construction Company, LLC  
(Contractor)

From: City of Boonville  
(Owner)

You are hereby directed to make the following changes:

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

Line item # 42: The rest of the Contingency goes back to the City of Boonville MO

II. Cost of work affected by this Change Order:

| Item No.          | Item Description | Bid Amount     |              |              | Previous Change Orders |                  | This Change Order              |                             | Revised Contract |
|-------------------|------------------|----------------|--------------|--------------|------------------------|------------------|--------------------------------|-----------------------------|------------------|
|                   |                  | Quantity/Units | Unit Price   | Value        | C.O. #                 | Quantity Changed | Increase Qty.<br>Decrease Qty. | Amount Added<br>or Deducted | Quantity/Unit    |
| 42                | Contingency      | 1 EA           | \$100,000.00 | \$100,000.00 | 1, 2, 3, 4, 5          | -0.79 EA         | -0.21 EA                       | -\$21,407.25                | 0.79 EA          |
| 64                | Deduct Agreement | N/A            | N/A          | N/A          | N/A                    | N/A              | 1 LS                           | -\$30,000.00                | \$0.00           |
| Total This Sheet: |                  |                |              |              |                        |                  |                                | (\$51,407.25)               |                  |

|                                       |                      |                       |
|---------------------------------------|----------------------|-----------------------|
| 1. Original Contract Amount:          |                      | <u>\$2,195,102.00</u> |
| 2. Add or Deduct This Order Totals:   | <u>(\$51,407.25)</u> |                       |
| 3. Add or Deduct Previous:            | <u>\$0.00</u>        |                       |
| (Line 4 of previous order)            |                      |                       |
| 4. Total Add or Deduct to Date (2+3): | <u>(\$51,407.25)</u> |                       |
| 5. Revised Contract Amount (1+4):     |                      | <u>\$2,143,694.75</u> |

*Kevin McQuinn* 12-30-19  
Recommended: Engineer - MECO Engineering Company Date

Ordered: Owner Date

*Brett Hall*  
Accepted: Contractor Date

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

# APPLICATION AND CERTIFICATE FOR PAYMENT (PAY ESTIMATE)

Original 1 of 6  
Page 1 of 3

ENGINEER: MECO Engineering, Inc.

CONTRACTOR: Lehman Construction, LLC

APPLICATION NO: 11-FINAL

PROJECT NO: 454-267

OWNER: City Of Boonville MO

APPLICATION DATE: 6-Jan-20

Wastewater Treatment Facility Improvements Flow Equilization

PERIOD FROM:

ORIGINAL CONTRACT SUM: \$2,195,102.00

NET CHANGE BY CHANGE ORDERS: -\$51,407.25

CONTRACT SUM TO DATE: \$2,143,694.75

MATERIALS STORED: \$0.00

TOTAL COMPLETED & STORED TO DATE: \$2,143,694.75

RETAINAGE 0%: \$0.00

TOTAL EARNED LESS RETAINAGE: \$2,143,694.75

LESS PREVIOUS CERTIFICATES OF PAYMENT: \$2,049,796.14

CURRENT PAYMENT DUE: \$93,898.61

CONTRACT TIME LIMIT DATE: November 2, 2018

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

| ORDER NO. | DATE APPROVED | ADDITIONS | DEDUCTIONS   |
|-----------|---------------|-----------|--------------|
| 1         | 5/7/2018      |           | \$0.00       |
| 2         | 7/2/2018      |           | \$0.00       |
| 3         | 8/6/2018      |           | \$0.00       |
| 4         | 11/6/2018     |           | \$0.00       |
| 5         | 6/3/2019      |           | \$0.00       |
| 6-FINAL   | 11/4/2019     |           | -\$51,407.25 |
| TOTALS    |               | \$0.00    | -\$51,407.25 |

NET CHANGE BY CHANGE ORDERS: -\$51,407.25

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF \$ 93,898.61  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONTRACTOR:

OWNER:

ENGINEER:

BY: Brett Hall

BY: \_\_\_\_\_

BY: Karin McEneaney

DATE:



MECO ENGINEERING COMPANY, INC.  
ENGINEERS \* SURVEYORS

2701 INDUSTRIAL DRIVE  
JEFFERSON CITY, MO 65109

(573)893-5558

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**ORDINANCE APPROPRIATING MONEY**

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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 January 6, 2020 the sum of **\$1,128,765.50**

|                  |              |
|------------------|--------------|
| General Fund     | \$576,685.35 |
| Sanitation       | \$36,741.04  |
| CIP Tax          | \$29,460.16  |
| Water Works      | \$172,683.14 |
| Capital Projects | \$0.00       |
| Waste Water      | \$348,433.56 |
| Tourism          | \$22,353.58  |
| Gaming           | \$28,860.70  |
| Parks/Water      | -\$86,452.03 |

**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 **\$1,128,765.50** 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 January 6, 2020 read for the second time this 6th day of January, 2020 since a copy was made available prior to the meeting.

Approved January 6, 2020 \_\_\_\_\_  
Mayor

Endorsed January 6, 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

**AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, RENEWING AND CONTINUING A SALES TAX FOR CAPITAL IMPROVEMENTS, PROVIDING THAT THE SALES TAX WILL BE IN EFFECT FOR A PERIOD OF FIVE YEARS, AND PROVIDING AN EFFECTIVE DATE THEREFORE**

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

**SECTION 1:** That a sales tax for capital improvements as authorized under Section 94.577 et seq. RSMo be imposed at a rate of one-half of one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the corporate limits of the City of Boonville, if such property and services are subject to taxation by the State of Missouri under the provisions of Sections 144.525, RSMo.

**SECTION 2:** That said tax will be renewed and in effect for a period of five years beginning October 1, 2020, and continuing through September 30, 2025.

**SECTION 3:** That said tax and this ordinance shall have no effect unless a proposal authorizing the City Council of the City of Boonville, Missouri to impose such sales tax, submitted at the next municipal election of the City of Boonville, is approved by a majority of the votes cast by the qualified voters voting thereon. Such proposal shall be worded as follows:

Shall the City of Boonville renew and continue to impose the existing tax of one-half of one percent (1/2 %) for capital improvements for the next five (5) years, and to continue waiver of the collection of a license tax for vehicles as required in Section 12-66 of the City ordinances of the City of Boonville for the same period of five (5) years?

☐ YES

☐ NO

**INSTRUCTIONS TO VOTER:** If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

**SECTION 4:** The City Clerk is hereby directed to certify and submit this sales tax renewal ballot issue to the County Clerk

**FIRST READING:   January 6, 2020**

**READ FOR THE SECOND TIME AND PASSED THIS 21<sup>st</sup> DAY OF JANUARY 2020,  
AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR  
PUBLIC INSPECTION PRIOR TO ITS FIRST READING.**

\_\_\_\_\_  
President of the Council

**APPROVED THIS 21<sup>st</sup> DAY OF JANUARY 2020**

\_\_\_\_\_  
Ned Beach, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Studley, City Clerk

**AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER LEASE AGREEMENTS ON BEHALF OF THE CITY WITH BOONVILLE BABE RUTH BASEBALL, BOONVILLE BABE RUTH SOFTBALL, AND BOONSLICK HEARTLAND YMCA, GRANTING EXCLUSIVE CONCESSIONAIRE RIGHTS TO EACH ORGANIZATION ON SPECIFIC CITY PARK PROPERTY FOR 2020 AND PROVIDING AN EFFECTIVE DATE THEREFOR**

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

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

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

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

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

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

**READ FOR THE FIRST TIME ON THE 6<sup>th</sup> DAY OF JANUARY, 2020.**

**READ FOR THE SECOND TIME AND PASSED THIS 21<sup>ST</sup> DAY OF JANUARY 2020, AFTER A COPY OF THIS ORDINANCE AND ATTACHED AGREEMENTS WERE MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE FIRST READING OF THIS ORDINANCE.**

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

APPROVED THIS 21<sup>st</sup> DAY OF JANUARY, 2020

\_\_\_\_\_  
NED BEACH, MAYOR

ATTEST:

\_\_\_\_\_  
TERESA STUDLEY, CITY CLERK

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonville Babe Ruth Baseball**, c/o Mel Linhart, 700 Poplar Street, Boonville, Missouri 65233 hereinafter referred to as LESSEE.

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

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

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

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Twillman Field and Little League Field Concession buildings located at Harley Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of Harley Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.
2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession buildings for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said buildings in an organized, sanitary and safe condition.
3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning January 1, 2020 through midnight on December 31, 2020.
4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.
5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.
6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF BOONVILLE, MISSOURI

By: \_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

LESSEE:

By: \_\_\_\_\_  
Boonville Babe Ruth Baseball

SIGNED:

\_\_\_\_\_  
League Secretary

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonville Babe Ruth Softball**, c/o Kathy Howard, 10847 Providence School Drive, Prairie Home, Missouri 65068 hereinafter referred to as LESSEE.

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

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

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

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Concession building at Bill Simmons Field at Rolling Hills Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of Rolling Hills Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.
2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession building for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said building in an organized, sanitary and safe condition.
3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning January 1, 2020 through midnight on December 31, 2020.
4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.
5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.
6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF BOONVILLE, MISSOURI

By: \_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

LESSEE:

By: \_\_\_\_\_  
Boonville Babe Ruth Softball

SIGNED:

\_\_\_\_\_  
League Secretary

LEASE AGREEMENT FOR CONCESSION RIGHTS

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Boonville, Missouri, a municipal corporation, whose principal office is located at 401 Main Street, Boonville, Missouri, hereinafter referred to as LESSOR, and **Boonslick Heartland YMCA, Inc.**, Attn: Executive Director, 757 Third Street, Boonville, Missouri 65233 hereinafter referred to as LESSEE.

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

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

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

1. CONCESSION RIGHTS: The privilege granted under this Agreement gives the LESSEE exclusive rights and permission to operate the concession program at the Kemper Armory Concession building at the F. T. Kemper Park. The sale of food concessions shall include, but not be limited to, hot dogs, popcorn, candy, ice cream items, soft drinks and the like. LESSOR agrees it will not grant or allow any other concessions within other areas of F. T. Kemper Park. The hours of concession operations shall be dictated by scheduling of events on a daily basis, subject to change for inclement weather, non-activity, emergencies, or circumstances beyond the control of the LESSEE.
2. PREMISES PROVIDED BY LESSOR: LESSOR agrees to provide LESSEE with the access to the above-described Concession building for which LESSOR will provide utilities for concession operations. LESSEE agrees to maintain said building in an organized, sanitary and safe condition.
3. TERM: The concession rights hereunder are granted to the LESSEE during the period beginning January 1, 2020 through midnight on December 31, 2020.
4. CONSIDERATION: In consideration of the rights herein granted, without the obligation to pay rent to the City of Boonville, LESSEE agrees to organize and operate, at its own expense, programs and leagues for the benefit of the youth of Boonville throughout the athletic season of March through November for the duration of this Agreement.
5. ACCESS TO PREMISES: LESSOR and its duly authorized agents and employees shall have access to the premises at all times.
6. CONDUCT OF LESSEE: LESSEE, its agents, and employees shall conduct the

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

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

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

- 10. ASSIGNMENT: This Agreement, or any part thereof, cannot be assigned, sublet or otherwise transferred without the express written consent of LESSOR.
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- 12. AGREEMENT BINDING: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

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

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF BOONVILLE, MISSOURI

By: \_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

LESSEE:

By: \_\_\_\_\_  
Executive Director, Boonslick  
Heartland YMCA

SIGNED:

\_\_\_\_\_  
Secretary or Asst. Director

**CITY OF BOONVILLE**

*Boonville Fire Board*

**CANCELLATION**

**December 18, 2019**

**6:30 p.m.**

**Boonville Fire Station**

**500 Bingham Road**

**Boonville, Missouri**

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The **December 18, 2019** meeting of the **Boonville Fire Board** has been cancelled for lack of **agenda items** . It is rescheduled for **Wed. March 18, 2020**.

**CITY OF BOONVILLE  
STREET, ALLEY and SANITATION BOARD  
CANCELLATION**

**December 25, 2019**

**6:30 p.m.**

City Services Building  
1200 Locust Street  
Boonville, Missouri

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The **Wednesday, December 25, 2019** meeting of the **STREET, ALLEY and SANITATION BOARD** has been cancelled for **the meeting date is the Christmas holiday**. The next regularly scheduled meeting is **WEDNESDAY, January 29, 2020**.

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

**December 26, 2019**

**5:30 p.m.**

City Services Building  
1200 Locust Street  
Boonville, Missouri

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The **Thursday, December 26, 2019** meeting of the **BOARD of PUBLIC WORKS** has been cancelled for **lack of agenda items**. The next regularly scheduled meeting is **Thursday, January 30, 2020**.

## MEMORANDUM

**DATE:** December 31, 2019  
**TO:** Mayor and City Council  
**FROM:** Kate Fjell, City Administrator   
**SUBJECT:** FY 2020-2021 Budget #1

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This budget session will function as a kick-off for the 2019-20 FY budget. It will cover several General categories which impact most of the funds similarly. Thus, we will discuss them in this context rather than fund-by-fund. Most of the categories are similar to last year's budget. I want to spend the bulk of our time discussing Property and Casualty Insurance and Business Interruption Insurance. I need Council to make a decision regarding business interruption insurance.

### A) General Categories

- 1) Health Insurance – Recall that we are self-insured. We will exit the year (calendar year basis) in a satisfactory position. This year has been like past years. Our biggest challenge regarding health insurance continues to be pharmaceutical costs.

With Self-Insurance, one generally set their own rates. We implemented about a 4.5% increase on January 1st. This will cost city about \$35,000 in increased expense for the year.

There is very little change in the insurance program this year provided by the City. This year we are adding an additional service, a bundled medical care program, that provides bundled surgical costs at a pre-negotiated rate - which will save both the City and the employee. For employees there is no deductible through this program. This includes several “routine” surgeries (i.e. colonoscopy, cataracts). We may look at making a more substantive shift to the health insurance next year; we are working with GBS to look at our options and determine if such a change is appropriate. It has been about 10 years since we made a substantive change to our insurance.

- 2) Electricity and Natural Gas – Outlook is stable with a very modest uptick.
- 3) Gasoline –No year over year budget change foreseen.
- 4) Workman’s Comp – This is one of our weak areas. Our renewal is not until April 1st, so I do not have definite information at this time. Our experience has been poor for several years and past budgets have reflected that condition. 2018 was a good year for our experience mod, but 2019 has not been a good year. I expect the “Exp. Mod” to increase to reflect this. We did receive maximum credit for our safety programming, so that may have a modest offset to our experience mod. I plan to build in an increase for the 20-21 fiscal year and will adjust as needed once the final rates are determined.
- 5) LAGERS – Retirement Plan – I do not anticipate any increase for Lagers this year.
- 6) Telephone, Internet, Cell Service -- We have not worked on this category in detail yet. There will be some changes as we have fully converted to Socket fiber internet this year. Also, the City’s contract with ATT (for landline services) is set to expire and we are reviewing our options to try and save money and have better customer service.
- 7) Maintenance Agreements – We are accumulating a lot of these service agreements. Much of the growth is associated with technology which seems to require special skills to keep things functioning properly. And it seems it takes little to interrupt normal functioning. Further often times, the agreement does not cover an actual repair. It is also a “tricky” decision in whether or not to take one’s chances without agreement. So, this category is having a budgeting impact with added cost.
- 8) Property and Casualty Insurance (Attachment 1) – As you recall, we rebid our insurance last year and moved our insurance with First State Insurance. Unfortunately, our good experience from past year’s did not continue into this year. To be honest, we have had so few incidents in past years, it didn’t take much to have an “increase” in claims. Furthermore, during the process of switching to the new insurance company, we have reassessed the “property” owned by the City and determined that several things have not been included on the list or have been underinsured- this will have an increase in our premiums. We face a 10% increase for this coming year.
- 9) Business Interruption Insurance (Attachment 2)- We have always carried business interruption insurance for the Isle of Capri. Essentially, if something catastrophic happened (i.e. a fire at the casino) and the Isle of Capri was closed, we would continue to receive payments equal to our monthly gaming receipts.

We are insured at 3.5M to be paid out over 12 months. Up until 2019, we were insured by Lloyds of London. They have chosen to get out of this type of business insurance. When the insurance was put out for bid, we only had one company interested. I have attached their quote for both the 3.5M and 1.0M levels. Past years we have paid \$15,300. The bid for the same coverage is \$53,025. Obviously, this is a huge increase. As a Council, you will need to make a decision tonight on how you want to proceed with business interruption insurance. It is my recommendation that we proceed with covering the full 3.5M; if something catastrophic happened it would provide an essential safety net for the City.

B) Trends

- 1) Franchise and Sales Tax Revenues (Attachment 3)
- 2) Gaming Tax & Fee (Attachment 4)

**Property and Casualty Insurance****2020-2021**

2018 Premium \$226,600\*

2019 Premium \$225,376 (vs. Savers Bid \$244k)

2020 Premium \$248,333

---

Claims Red Balance @ 11/30/2019 (3 years accumulation)

01 -- \$112,381

02 -- \$ 4,000

06 -- \$28,447

08 -- \$19,455.

\$164,258

\* Does Not Include Surety Bonds, Airport Liability, Volunteer Firemen

# Property

|                 |                        |
|-----------------|------------------------|
| Issuing Company | RSUI Indemnity Company |
| AM Best Rating  |                        |
| Policy Number   | QUOTING                |
| Policy Term     | 1/6/2020 to 1/6/2021   |

## Named Insureds

| Insured           | Interest            |
|-------------------|---------------------|
| City of Boonville | First Named Insured |

## Coverages

| Loc | Bldg | Subject                                      | Amount | Val* | Co-ins | Cause of Loss | Deductible |
|-----|------|----------------------------------------------|--------|------|--------|---------------|------------|
| 1   | 1    | 100 Isle of Capri Blvd • Boonville, MO 65233 |        |      |        |               |            |

Contingent Business Income

|                                                                                                         |             |                                                        |         |           |
|---------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------|---------|-----------|
| Perils: All Risk<br>Excluding Flood & Earth<br>Movement<br>Excluding Earthmovement<br>Sprinkler Leakage | \$3,580,000 | 1/12 <sup>th</sup><br>Monthly<br>limitation<br>applies | Special | \$100,000 |
|---------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------|---------|-----------|

### \*Valuation Definitions

|                                                             |                                 |                                     |
|-------------------------------------------------------------|---------------------------------|-------------------------------------|
| (A) Actual Cash Value                                       | (G) Guaranteed Replacement Cost | (R) Replacement Cost                |
| (B) Business Income Changes                                 | (I) Invoice Cost                | (S) Stated Amount                   |
| (C) Agreed Amount (Waived Coinsurance) and Replacement Cost | (L) Actual Loss Sustained       | (T) Total Insured Value             |
| (D) Reproduction                                            | (M) Market Value                | (U) Full Value Replacement Cost     |
| (E) Agreed Amount (Waived Coinsurance)                      | (O) Other                       | (V) Agreed Value                    |
| (F) Functional Replacement Cost                             | (P) Selling Price               | (X) Extended Value Replacement Cost |

## Premium Summary

| Coverage                                | Renewal Premium |
|-----------------------------------------|-----------------|
| \$3,500,000 Contingent Business Income  | \$53,025.00     |
| Optional limit of insurance \$1,000,000 | \$26,775.00     |
|                                         |                 |
|                                         |                 |
|                                         |                 |
|                                         |                 |
|                                         |                 |
|                                         |                 |
| Terrorism – Optional \$3,500,000        | \$2,625.00      |
| Terrorism – Optional - \$1,000,000      | \$1,375.00      |

## Payment Options

| Coverages | Carrier | Bill Type | Payment Plan(s) |
|-----------|---------|-----------|-----------------|
|-----------|---------|-----------|-----------------|

☐ I accept this proposal as presented for **City of Boonville**

|           |       |      |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

☐ I accept this proposal with the following changes completed for **City of Boonville**

---

|           |       |      |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

| 1% sales Tax  | 1% sales Tax           |                        |                        |                        |                      |  |
|---------------|------------------------|------------------------|------------------------|------------------------|----------------------|--|
|               | 2015-2016              | 2016-2017              | 2017-2018              | 2018-2019              | 2019-2020            |  |
| April         | \$ 110,418.57          | \$ 114,437.31          | \$ 111,770.38          | \$ 137,128.08          | \$ 123,307.33        |  |
| May           | \$ 81,833.94           | \$ 82,066.13           | \$ 94,123.60           | \$ 95,309.30           | \$ 111,115.72        |  |
| June          | \$ 144,464.68          | \$ 144,230.83          | \$ 124,995.65          | \$ 126,202.47          | \$ 136,088.75        |  |
| July          | \$ 126,686.96          | \$ 132,751.25          | \$ 148,984.36          | \$ 148,362.87          | \$ 131,176.19        |  |
| August        | \$ 93,952.10           | \$ 87,972.00           | \$ 94,593.97           | \$ 103,314.41          | \$ 96,345.53         |  |
| September     | \$ 144,304.12          | \$ 154,373.64          | \$ 144,202.36          | \$ 156,350.68          | \$ 148,763.89        |  |
| October       | \$ 120,452.78          | \$ 119,392.16          | \$ 116,747.78          | \$ 114,706.53          | \$ 120,787.09        |  |
| November      | \$ 83,511.61           | \$ 79,224.92           | \$ 70,549.82           | \$ 100,357.89          | \$ 100,451.70        |  |
| December      | \$ 142,460.87          | \$ 134,141.75          | \$ 186,704.21          | \$ 128,955.43          |                      |  |
| January       | \$ 113,470.82          | \$ 127,202.51          | \$ 117,515.16          | \$ 113,264.22          |                      |  |
| February      | \$ 69,460.92           | \$ 92,463.00           | \$ 108,591.18          | \$ 103,944.28          |                      |  |
| March         | \$ 142,136.41          | \$ 137,507.37          | \$ 126,292.34          | \$ 132,811.93          |                      |  |
|               |                        |                        |                        |                        |                      |  |
| <b>TOTALS</b> | <b>\$ 1,373,153.78</b> | <b>\$ 1,405,762.87</b> | <b>\$ 1,445,070.81</b> | <b>\$ 1,460,708.09</b> | <b>\$ 968,036.20</b> |  |
|               |                        |                        |                        |                        |                      |  |

CIP

Attachment 3B

| Sales Tax            |                      |                      |                      |                      |                      |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 2014-2015            | 2015-2016            | 2016-2017            | 2017-2018            | 2018-2019            | 2019-2020            |
| \$ 53,277.31         | \$ 52,085.97         | \$ 53,780.96         | \$ 52,644.23         | \$ 59,523.35         | \$ 58,323.26         |
| \$ 41,757.81         | \$ 40,438.46         | \$ 40,333.06         | \$ 45,888.52         | \$ 45,937.31         | \$ 51,165.85         |
| \$ 60,569.96         | \$ 66,857.17         | \$ 67,486.75         | \$ 60,276.94         | \$ 59,952.63         | \$ 65,255.27         |
| \$ 63,139.09         | \$ 61,364.20         | \$ 64,599.72         | \$ 70,851.69         | \$ 71,294.82         | \$ 64,263.80         |
| \$ 41,003.58         | \$ 46,512.95         | \$ 43,908.00         | \$ 46,651.69         | \$ 48,568.45         | \$ 45,637.27         |
| \$ 64,834.43         | \$ 67,078.42         | \$ 71,464.42         | \$ 66,740.00         | \$ 74,927.02         | \$ 70,891.82         |
| \$ 54,577.03         | \$ 56,554.02         | \$ 56,160.05         | \$ 54,796.40         | \$ 53,004.71         | \$ 57,326.28         |
| \$ 43,361.03         | \$ 41,134.00         | \$ 38,963.65         | \$ 35,303.56         | \$ 46,802.65         | \$ 47,837.20         |
| \$ 61,118.51         | \$ 6,665.26          | \$ 64,100.35         | \$ 90,750.27         | \$ 62,051.62         |                      |
| \$ 53,950.81         | \$ 54,746.11         | \$ 60,585.06         | \$ 54,089.14         | \$ 55,052.89         |                      |
| \$ 42,336.70         | \$ 33,957.85         | \$ 45,245.47         | \$ 51,025.03         | \$ 47,888.59         |                      |
| \$ 62,591.29         | \$ 65,238.53         | \$ 62,806.53         | \$ 61,542.63         | \$ 61,659.39         |                      |
| <b>\$ 642,517.55</b> | <b>\$ 592,632.94</b> | <b>\$ 669,434.02</b> | <b>\$ 690,560.10</b> | <b>\$ 686,663.43</b> | <b>\$ 460,700.75</b> |

| Storm Water/Parks Sales Tax |                      |                      |                      |                      |                      |                      |                      |
|-----------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|                             | 2013-2014            | 2014-2015            | 2015-2016            | 2016-2017            | 2017-2018            | 2018-2019            | 2019-2020            |
| April                       |                      | \$ 52,986.80         | \$ 51,833.82         | \$ 53,780.74         | \$ 52,234.77         | \$ 59,202.70         | \$ 58,323.56         |
| May                         | \$ 2,653.91          | \$ 40,601.14         | \$ 40,319.65         | \$ 40,452.98         | \$ 45,776.80         | \$ 46,255.76         | \$ 51,223.70         |
| June                        | \$ 42,047.31         | \$ 60,658.08         | \$ 66,857.18         | \$ 67,486.66         | \$ 60,268.12         | \$ 59,901.18         | \$ 65,255.16         |
| July                        | \$ 49,996.48         | \$ 63,175.59         | \$ 61,317.65         | \$ 64,583.97         | \$ 70,851.61         | \$ 71,294.80         | \$ 64,217.17         |
| August                      | \$ 38,627.86         | \$ 40,899.79         | \$ 46,124.05         | \$ 43,861.86         | \$ 46,645.29         | \$ 48,568.39         | \$ 45,637.24         |
| Septetmber                  | \$ 64,778.71         | \$ 64,834.43         | \$ 67,054.48         | \$ 71,509.04         | \$ 65,611.66         | \$ 74,927.06         | \$ 70,891.81         |
| October                     | \$ 46,885.35         | \$ 84,567.04         | \$ 56,546.63         | \$ 56,157.05         | \$ 54,796.40         | \$ 53,045.18         | \$ 57,326.28         |
| November                    | \$ 41,355.98         | \$ 42,487.92         | \$ 41,122.88         | \$ 38,958.11         | \$ 35,303.26         | \$ 46,802.66         | \$ 47,837.24         |
| December                    | \$ 58,532.29         | \$ 61,105.27         | \$ 66,625.09         | \$ 64,100.07         | \$ 89,766.89         | \$ 62,051.59         |                      |
| January                     | \$ 45,661.05         | \$ 53,611.65         | \$ 54,828.92         | \$ 60,584.58         | \$ 54,089.14         | \$ 55,052.86         |                      |
| February                    | \$ 44,818.00         | \$ 42,327.07         | \$ 35,141.33         | \$ 45,239.84         | \$ 51,021.03         | \$ 47,888.59         |                      |
| March                       | \$ 47,960.82         | \$ 62,576.42         | \$ 65,209.29         | \$ 62,793.13         | \$ 61,541.63         | \$ 61,659.11         |                      |
| <b>TOTALS</b>               | <b>\$ 483,317.76</b> | <b>\$ 669,831.20</b> | <b>\$ 652,980.97</b> | <b>\$ 669,508.03</b> | <b>\$ 687,906.60</b> | <b>\$ 686,649.88</b> | <b>\$ 460,712.16</b> |

| Use Tax               |                      |                      |                      |                      |
|-----------------------|----------------------|----------------------|----------------------|----------------------|
|                       | 2016-2017            | 2017-2018            | 2018-2019            | 2019-2020            |
| April                 |                      | \$ 13,720.06         | \$ 12,826.62         | \$ 20,390.59         |
| May                   |                      | \$ 22,989.15         | \$ 17,236.64         | \$ 25,424.23         |
| June                  |                      | \$ 16,895.64         | \$ 20,346.48         | \$ 26,572.53         |
| July                  |                      | \$ 12,456.46         | \$ 24,462.96         | \$ 19,988.42         |
| August                |                      | \$ 22,962.95         | \$ 14,407.74         | \$ 23,828.40         |
| Septetmber            | \$ 11,700.69         | \$ 14,607.00         | \$ 26,937.92         | \$ 13,881.41         |
| October               | \$ 9,871.54          | \$ 7,822.34          | \$ 10,578.54         | \$ 20,466.42         |
| November              | \$ 23,304.14         | \$ 8,124.06          | \$ 24,361.67         | \$ 27,861.19         |
| December              | \$ 9,880.49          | \$ 12,536.23         | \$ 25,421.22         |                      |
| January               | \$ 11,180.05         | \$ 19,227.55         | \$ 24,945.38         |                      |
| February              | \$ 28,998.42         | \$ 24,303.87         | \$ 48,355.95         |                      |
| March                 | \$ 8,778.58          | \$ 34,138.25         | \$ 30,621.63         |                      |
| YTD Total (March-Dec) |                      | \$ 132,113.89        | \$ 280,502.75        |                      |
| <b>TOTALS</b>         | <b>\$ 103,713.91</b> | <b>\$ 209,783.56</b> | <b>\$ 280,502.75</b> | <b>\$ 178,413.19</b> |

[illegible]

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December 26, 2019

Ned Beach  
Mayor  
401 Main Street  
Boonville, MO 65233

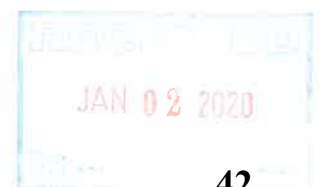
Re: Changes to Video Rates

Dear Mr. Beach:

Altice USA, Inc. ("Altice USA" or "the Company") hereby notifies your office of the upcoming changes to certain video rates and surcharges, as noted below.

- Changes to Non-Promotional Rates – Align Rates Across Residential Customer Base: Effective February 1, 2020, video package and premium channel rates for some existing residential customers – who are currently paying less than the advertised price – will increase. This activity is being done to align rates across the Suddenlink footprint and reflect the rising cost of programming – including sports and broadcast channels. Suddenlink pricing is competitive when compared to other providers, and the Company continues to offer a wide array of products to meet various consumer needs. Included in this notice, for reference, is the list of residential rates for affected video products and services.
- Sports Programming and Broadcast Station Surcharges – Align Surcharges Across All Customer Bases:
  - Residential: The current price of the Sports Programming (*not charged to Local Basic customers*) and Broadcast Station surcharges for new residential video customers is \$6.65/month and \$15.00/month, respectively. Effective February 1, 2020, these fees will be made uniform across the residential customer base.
  - Commercial: The current price of the Broadcast Station surcharge for commercial video customers is \$16.72/month. Effective February 1, 2020, this surcharge will increase for some existing commercial customers who are currently paying less than the advertised price.
- HD DigitaLink: Effective February 1, 2020, the monthly rate for the HD DigitaLink equipment will increase to \$5.00 for all commercial and residential customers.

To limit the increase to the bill, some customers who are impacted by multiple changes will see a special discount on their bill.





Customers are being notified at least 30 days in advance of the total increase to their bill through bill messages or inserts. In addition, current rate information is available on our website at [www.Suddenlink.net](http://www.Suddenlink.net). Additionally, for informational purposes only, [Suddenlink.com/ourpromise](http://Suddenlink.com/ourpromise) has been updated to include the Company's many recent and upcoming service advancements and benefits available to customers.

Should you have any questions, please do not hesitate to contact me at 347-527-3424.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Ayers".

Brad Ayers  
Senior Director, Government Affairs

## Pricing & Packages

| TV Service & Packages         | Monthly Rate |
|-------------------------------|--------------|
| Local Broadcast               | \$34.99      |
| Standard Cable                | \$50.00      |
| Family Package                | \$10.00      |
| Movie Package                 | \$10.00      |
| Sports & Information Package  | \$10.00      |
| Broadcast Station Surcharge*  | \$15.00      |
| Sports Programming Surcharge* | \$6.65       |
| Premium Channels              | Monthly Rate |
| HBO                           | \$19.00      |
| Cinemax                       | \$17.00      |
| Showtime/The Movie Channel    | \$17.00      |
| Starz/Encore                  | \$17.00      |
| Equipment                     | Monthly Rate |
| HD DigitalLink                | \$5.00 per   |

\* Broadcast Station Surcharge is applicable to all TV customers and Sports Programming Surcharge is applicable to all Standard Cable and above customers.

