CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
September 8, 2020
7:00 p.m.
City Council Chambers
525 E. Spring Street
Boonville, Missouri

- **Meeting will be open to the public; however, social distancing will be practiced. If you feel unwell or have the following symptoms (fever, cough, or shortness of breath) please do not enter. You may view the live stream of the meeting at https://www.youtube.com/user/cityofboonvillemo and on channel 3 with Suddenlink Cable TV.**

- **If you are unable to attend the meeting due to an illness, and you have a public comment that you would like to present to the council, please contact Teresa Studley, City Clerk, before 4pm on the day of the Council Meeting, at (660) 882-2332 or by email at teresa.studley@boonville-mo.org. Your statement will be read during the hearing of citizens' comments.**

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

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the August 17, 2020 Council Meetings

V. Consent Items

a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) Second Reading of Bill No. 2020-017 Establishing a One-Way Traffic Restriction in Alley Between 500 Blocks of Locust Street and Spruce Street

VIII. New Business

A) Consider Approval of Highway Road Salt Bid for FY 2020-2021
B) First Reading of Bill No. 2020-018 Approving Final Site Plan for Spirit of 76 Expansion
C) First Reading of Bill No. 2020-019 Establishing Two (2) One-Way Traffic Restrictions at Highland Drive Entrance/Exit
D) First Reading of Bill No. 2020-020 Approving Memorandum of Agreement with Boonslick Regional Library

IX. Reports of Standing Committees

A) Housing Authority – August 12, 2020 (Morris Carter)
B) Board of Public Works – August 27, 2020 (Curtis Robertson)
C) Street, Alley, and Sanitation Board – August 26, 2020 (Steve Young)

X. Reports of City Officials

City Administrator

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
August 17, 2020

The Boonville City Council met in Regular Session on August 17, 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; Teresa Studley, City Clerk; and Bobby Welliver, Sergeant at Arms. Doug Abele, Interim City Counselor, was absent.

NOTICE POSTED: Thursday, August 13, 2020 at 2:04 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

The following Council Representatives were present, sitting distantly from each other: Albert Turner, Michael Stock, Steve Young, Susan Meadows, Morris Carter, and Whitney Venable. Council Representatives Curtis Robertson and Theresa Hurt were absent.

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE August 3, 2020 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Mr. Stock seconded the motion for approval of the ordinance. With no questions, roll call was taken. Ayes: Turner, Stock, Young, Meadows, Carter, and Venable. Total (6). Opposed: None. Total (0). Absent: Robertson and Hurt. Total (2). Motion Carried.

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2020-016 ESTABLISHING THE TAX LEVY FOR FY 2020-2021

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Ms. Meadows seconded the motion to approve the ordinance. With no questions, roll call was taken. Ayes: Turner, Stock, Young, Meadows, Carter, and Venable. Total (6). Opposed: None. Total (0). Absent: Robertson and Hurt. Total (2). Motion Carried.

NEW BUSINESS

FIRST READING OF BILL NO. 2020-017 ESTABLISHING A ONE-WAY TRAFFIC RESTRICTION IN ALLEY BETWEEN 500 BLOCKS OF LOCUST STREET AND SPRUCE STREET

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

REPORTS OF STANDING COMMITTEES

POLICE BOARD – AUGUST 10, 2020

Mayor Beach stated that the minutes are available for review in the packet. There were no questions for Chief Bobby Welliver.

PLANNING AND ZONING COMMISSION – AUGUST 11, 2020

Mr. Venable reported that the meeting was cancelled.

ARCHITECTURAL REVIEW COMMITTEE – JULY 30, 2020

Ms. Fjell informed the Council that in early 2000, the City of Boonville passed an Overlay District, which includes (roughly) Water Street to Bingham Road and from Third Street to Ninth Street. This is a district where the house sizing requirements have been changed to accommodate an infill project.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Ms. Fjell informed the Council that she was advised by Mr. Jimmy Barbarota that there has been some discussion regarding the waivers that were required to play on some of the city ballfields which include, Harley Park, Rolling Hills Park, FT Kemper Park, and the Missouri Soccer Park. The City Council passed a policy requiring signed waivers for leagues to play on these ballfields, which was a result of the Covid-19 pandemic. These waivers have been signed by all leagues and ball players. This was put into place to allow the youth leagues to be able to participate in sports for the summer. Ms. Fjell stated that now, with school beginning to start the 2020-2021 school year, they will want to utilize many of the fields owned by the City of Boonville for many of their sports. Ms. Fjell stated that as it stands today, the school district and all of their players will need to sign a waiver, along with anyone that plays on the fields (their opponents). Ms. Fjell stated that the BHS Athletic Director, Chris Shikles, has submitted a letter to Council requesting that the Council reconsider the Covid-19 waiver for the Boonville R-1 School District's student athletes and their opponents. (See **Attachment A** herein incorporated and attached to these minutes.) Ms. Fjell stated that she needs some direction from Council whether they want to continue the waivers, if they want to exempt the school district entirely, or reverse the waiver requirement, entirely, for everyone.

Mr. Carter inquired how well the waivers are working. Ms. Fjell stated that the leagues are responsible for getting the waivers signed and for keeping all of the records. Mr. Carter stated that based on the fact that the signs get torn down as fast as we put them up, Mr. Carter moved, and Mr. Venable seconded the motion to eliminate all waivers for all park facilities completely.

Mr. Carter stated that if there is a flare-up then the Council can reconsider it again. Ms. Meadows states that this will send a message to the citizens that the City of Boonville is just ignoring the Covid-19 risk. Mr. Young inquired if Council should just exempt the school activities if they have something in place to cover this already. Mr. Stock stated that the school district has medical waivers that are signed already but he is not sure exactly what types of things it waives. Mr. Stock feels that that the risk of getting Covid-19 while playing on the field is similar to the risk of playing on the field and getting injured. Ms. Meadows inquired if the school waivers would specifically address Covid-19. Mr. Stock feels that after what was occurring on the fields this summer, no one was checking anything. Mr. Stock feels that this is a school district decision. There was some brief discussion by Council.

Ms. Meadows moved, and Mr. Stock seconded the motion to table the discussion. With no further questions, roll call was taken. Ayes: Turner, and Meadows. Total (2). Opposed: Stock, Young, Carter, and Venable. Total (4). Absent: Robertson and Hurt. Total (2). Motion Failed.

The Council recognized that there was still a motion on the table to eliminate all waivers for all park facilities completely. Mr. Carter stated that the City of Boonville is not stopping a restaurant from having 200 people at their place of business, therefore why should the City handicap the sports fields. Mr. Young stated that the restaurant is not on city property. Mayor Beach responded that the land that the 200 people were gathering on belongs to the city also. Ms. Meadows stated that she is not trying to burden anyone, she is just trying to come up with a solution that would exempt the city from any responsibility should any person contract Covid-19 while on city property. Mr. Turner felt that the Council receive advise from the City Counselor, Mr. Abele. Mr. Venable stated that he feels that the City of Boonville should not need to regulate the regulations that the school district already has. There was brief discussion by Council.

With no further discussion, roll call was taken on the original motion to eliminate all waivers for all park facilities completely. Ayes: Stock, Young, Carter, and Venable. Total (4). Opposed: Turner and Meadows. Total (2). Absent: Robertson and Hurt. Total (2). Motion Carried.

Ms. Fjell informed the Council that they have been given, at their seats, the financials which were effective July 31, 2020. (See **Attachment B** herein incorporated and attached to these minutes.) These have been reconciled. Ms. Fjell explained her notes that were written on the financials to inform the Council where the City stands on specific fund accounts. Mayor Beach inquired of the Council how often they would like to see the financials. Mr. Venable suggested that they be given to Council on an as needed basis. Ms. Fjell stated that she intends on getting the financials to Council on a quarterly basis. Ms. Fjell stated that she will definitely keep the Council informed.

Ms. Fjell stated that the Library Board unanimously agreed to property exchange. Therefore, the Council will see the Memorandum of Agreement on the September 8th agenda. The agreement is substantially similar to the agreement that Council had seen earlier in the year.

MAYOR

Mayor Beach directed the Council to the committee appointments that were included in the council packet on pages 17 and 18. Mayor Beach advised of the appointments that need to be approved by council: Tourism Committee – Abbi McDougal Benjamin (expires May 2020), Paul Keller (expires May 2023), and Leah Jonkers (expires May 2023). Mr. Carter moved, and Ms. Meadows seconded the motion to approve the appointments. With no questions, roll call was taken. Ayes: Turner, Stock, Young, Meadows, Carter, and Venable. Total (6). Opposed: None. Total (0). Absent: Robertson and Hurt. Total (2). Motion Carried.

CITY CLERK

Ms. Studley reminded everyone that the next regular council meeting is scheduled for Tuesday, September 8, 2020, which is in three weeks and one day, due to the Labor Day Holiday and due to the month of August having five Mondays.

MISCELLANEOUS

Mr. Carter informed the Council that he met with the Cooper County Health Department and he was advised that anyone can be tested at the Cooper County Health Department. The only thing that needs to be done is to call the Health Department and set up an appointment which will take place on the next day. The tests will usually be done in the mornings. Mr. Carter added that you do not need any orders from your doctor. Mr. Carter stated that the Health Department is doing everything that they can to take care of the citizens of Cooper County. Mr. Carter stated that if an individual feels like they need to get tested before the Health Department can get to them, then the Health Department will refer them to a facility in Columbia.

Mr. Carter commended Mr. Jeff Ditto, Interim Director of Public Works, in regard to a complaint that was received from Ward 4. Mr. Ditto did a great job handling the complaint and by keeping Mr. Carter in the loop regarding said complaint. Mr. Carter stated thank you for keeping the Council in the loop because it will make Councils' job easier.

Ms. Meadows stated that she hauled brush to the compost pile on Sunday and she was very aggravated about the fact the someone had dumped a mattress and other debris into the yard waste pile. Ms. Meadows stated that people should not take this service for granted. Ms.

Meadows stated that this type of behavior adds an extra burden to our city employees who will have to deal with the mess. Mr. Ditto stated that he is going to look back at the cameras and see if he can find out who did this.

Mr. Carter stated that the downtown merchants have been working very hard in regard to communication and he believes that the sales tax is up a bit. Mr. Carter stated that there is an event that is planned for September. Mr. Carter stated that he is happy that the merchants are pulling together by trying to get people to shop downtown.

CLOSED SESSION RSMO 610.021 (1) Legal

Mr. Carter moved, and Mr. Venable seconded the motion for the Council to go into closed session pursuant to RSMO 610.021 (1) Legal. Roll Call was taken. Ayes: Turner, Stock, Young, Meadows, Carter, and Venable. Total (6). Opposed: None. Total (0). Absent: Robertson and Hurt. Total (2). Motion Carried.

ADJOURN

Upon returning to open session at 8:08 p.m., Mr. Young moved, and Mr. Turner 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 **September 8, 2020** the sum of **$576,325.57**

General Fund	$203,155.65
Sanitation	$63,820.50
CIP Tax	$43,863.10
Water Works	$154,354.93
Capital Projects	$0.00
Waste Water	$67,904.37
Tourism	$19,154.62
Gaming	$9,825.84
Parks/Water	$188.08
Kemper Sales Tax	$14,058.48

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 **$576,325.57** 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 **September 8, 2020** read for the second time this **September 8, 2020** since a copy was made available prior to the meeting.

Approved **September 8, 2020** ______________________________

Mayor

Endorsed **September 8, 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

MEMORANDUM

TO: Kate Fjell, City Administrator

FROM: Jeff Ditto, Interim Director of Public Works

DATE: September 2, 2020

RE: Purchase of Highway De-Icing Salt

We received four responses to our request for bids for the purchase of Highway De-Icing Salt:

Central Salt, Lyons Mine - $89.54
Cargill Deicing Technology – $84.27
Morton Salt – No Bid
Compass Minerals - $72.74

I sent our request for bids to six vendors

The price is per ton, delivered to 1200 Locust Street. The allocation requested in the call for bids was 1,500 tons.

I recommend we accept the bid of Compass Minerals.

Past year's price

2015-2016 $86.57 per ton with purchase requirement, Compass Minerals
2016-2017 $72.85 per ton, Compass Minerals
2017-2018 $72.05 per ton, Compass Minerals
2018-2019 $92.04 per ton, Compass Minerals
2019-2020 $95.45 per ton, Central Salt

Jeff Ditto

BILL NO. 2020-018 **ORDINANCE NO. _________**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL SITE PLAN FOR SPIRIT OF 76 EXPANSION AT 1620 MID AMERICA INDUSTRIAL COURT, BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AND EFFECTIVE DATE THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Spirit of 76 is proposing to expand their warehouse facilities at 1620 Mid America Industrial Court; and

WHEREAS, City staff met and communicated with Spirit of 76 to work out the details of construction and site planning and to ensure that the plans are in compliance with the City's zoning ordinances and planning standards; and

WHEREAS, final plans were presented to the Planning and Zoning Commission, which voted on September 8, 2020 to approve the final site plans. The plans include **Exhibit A,** which are attached hereto. The commission has recommended their approval by the Council. Said site plans are incorporated herein as if set forth fully in this ordinance; and

WHEREAS, the City Council has evaluated the site plans for compatibility with the use of abutting sites, the safety and convenience of vehicle and pedestrian traffic and in view of the potential economic benefit to the City of Boonville and finds them to be appropriate and beneficial to further economic development of the City.

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

SECTION 1: That the final site plan as shown and indicated in **Exhibit A,** attached hereto and made a part hereof, for the construction of an expansion at Spirit of 76 warehouse facility, located at 1620 Mid America Industrial Court in the City of Boonville, Cooper County, Missouri should be and is hereby approved.

SECTION 2: This ordinance shall take effect and be in full force from and after its passage; and the approval granted herein shall be valid for a period not to exceed 12 months thereafter.

READ FOR THE FIRST TIME: 8TH DAY OF SEPTEMBER, 2020

READ FOR THE SECOND TIME AND PASSED THIS 21ST DAY OF SEPTEMBER, 2020, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 21ST DAY OF SEPTEMBER 2020.

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

11

Exhibit "A"

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

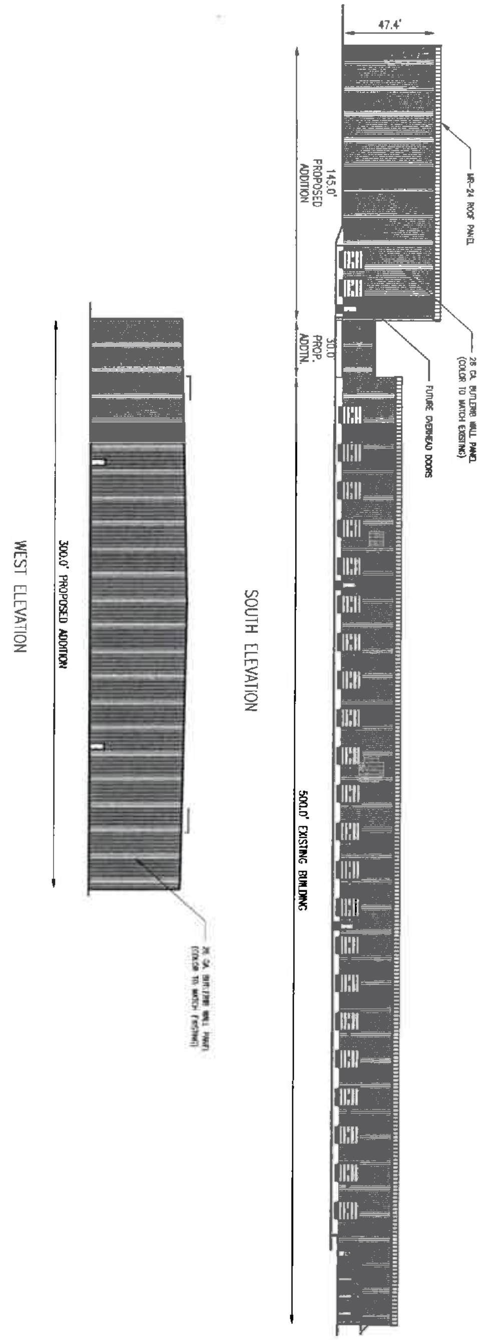
Notes

583.4 0 291.70 583.4 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

12



ALLSTATE CONSULTANTS

ELEVATION VIEW

LOT 14, MID AMERICA INDUSTRIAL CENTRE PLAT 3

BOONVILLE, MISSOURI

STATE OF MISSOURI
BRIAN P. HARRINGTON
PROFESSIONAL ENGINEER
8-24-2020

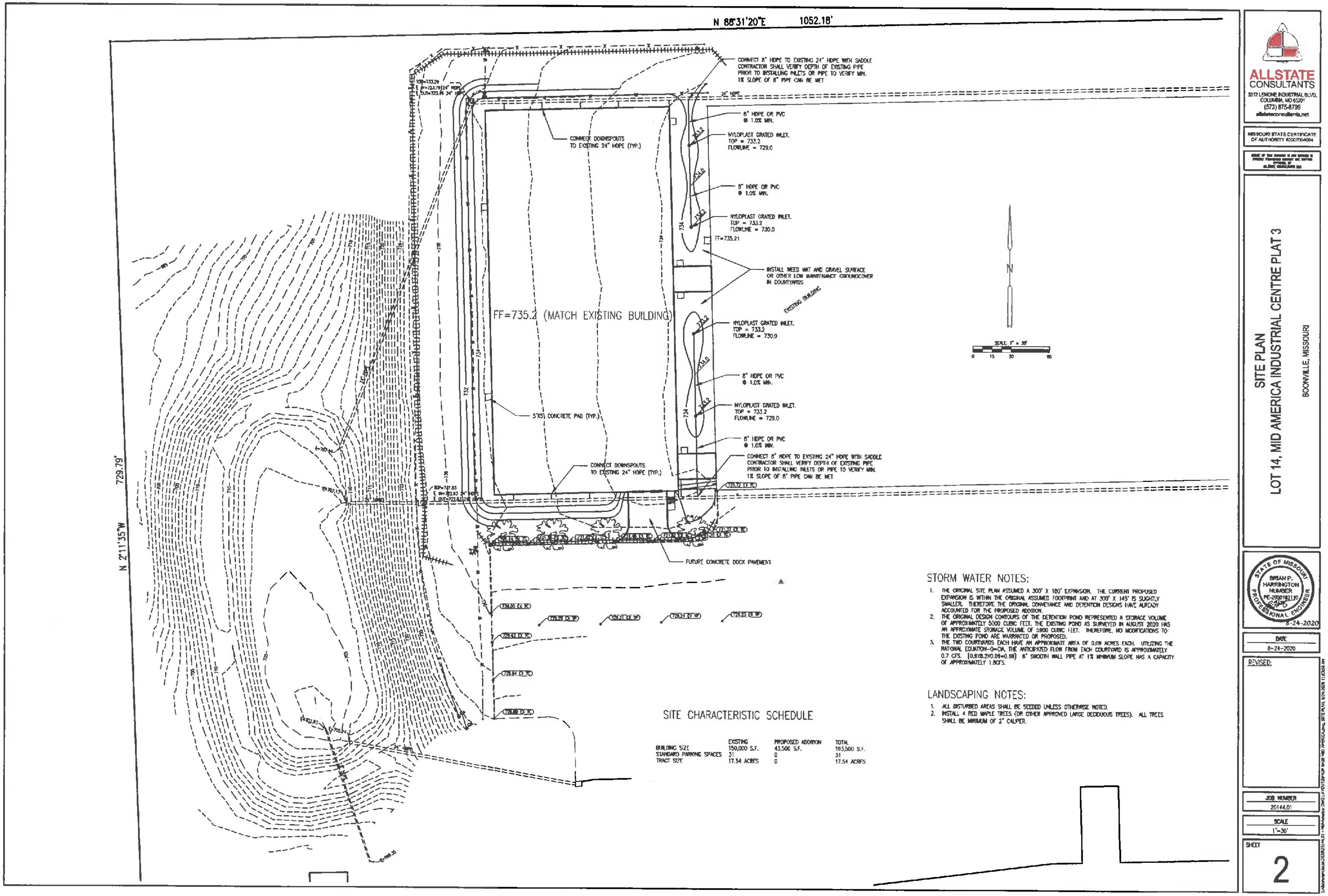
DATE: 08-24-2020

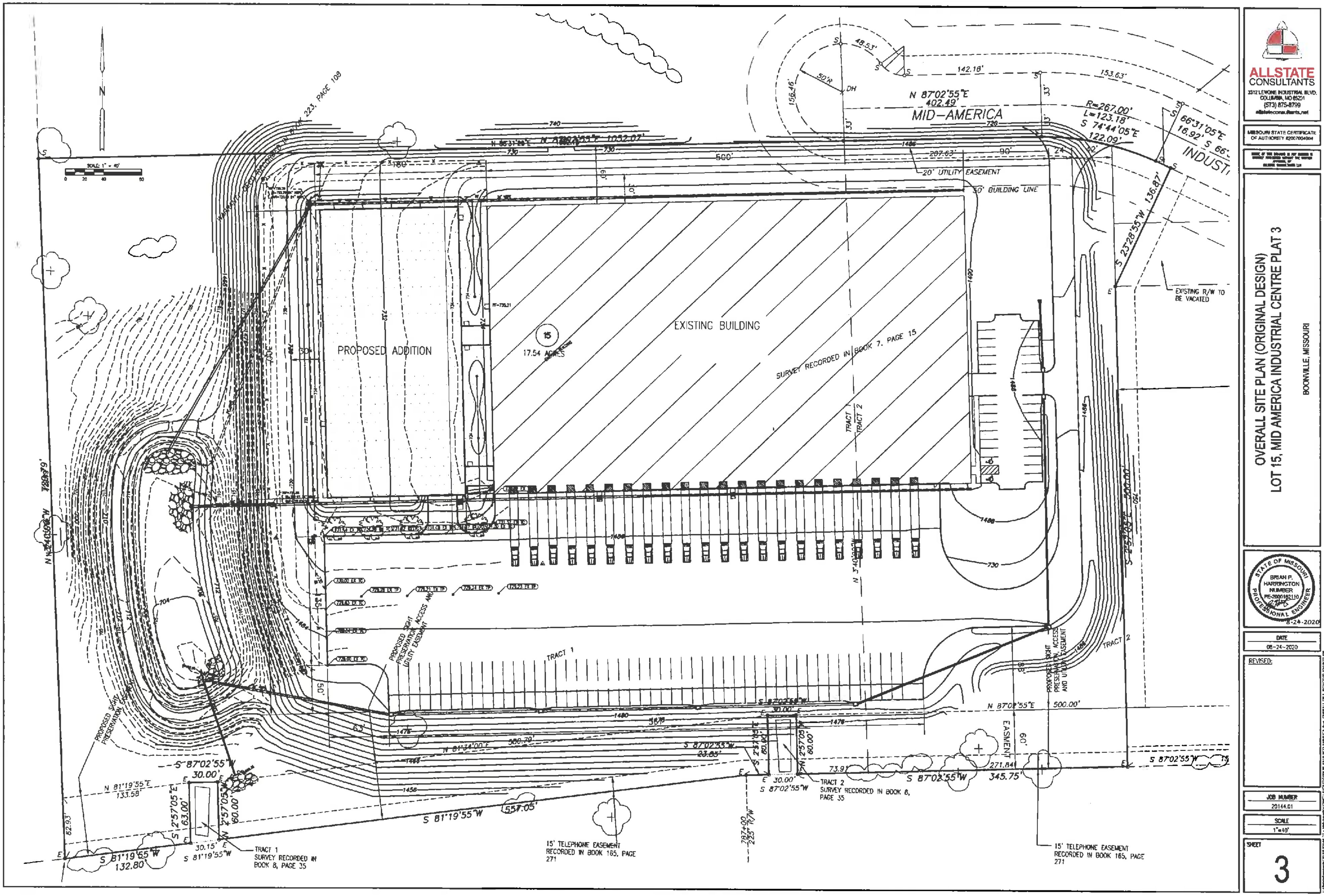
REVISED:

JOB NUMBER: 20144.01

SCALE: 1"=30'

SHEET: 1


N 88°31'20"E 1052.18'
N 2°11'35"W 729.79'
CONNECT 8" HDPE TO EXISTING 24" HDPE WITH SADDLE CONTRACTOR SHALL VERIFY DEPTH OF EXISTING PIPE PRIOR TO INSTALLING INLETS OR PIPE TO VERIFY MIN. 1% SLOPE OF 8" PIPE CAN BE MET
8" HDPE OR PVC @ 1.0% MIN.
NYLOPLAST GRATED INLET. TOP = 733.2 FLOWLINE = 729.0
NYLOPLAST GRATED INLET. TOP = 733.2 FLOWLINE = 730.0
FF=735.21
INSTALL WEED MAT AND GRAVEL SURFACE OR OTHER LOW MAINTENANCE GROUNDCOVER IN COURTYARDS
EXISTING BUILDING
CONNECT DOWNSPOUTS TO EXISTING 24" HDPE (TYP.)
FF=735.2 (MATCH EXISTING BUILDING)
5'X5' CONCRETE PAD (TYP.)
FUTURE CONCRETE DOCK PAVEMENT
SCALE: 1" = 30'
STORM WATER NOTES:
1. THE ORIGINAL SITE PLAN ASSUMED A 300' X 180' EXPANSION. THE CURRENT PROPOSED EXPANSION IS WITHIN THE ORIGINAL ASSUMED FOOTPRINT AND AT 300' X 145' IS SLIGHTLY SMALLER. THEREFORE THE ORIGINAL CONVEYANCE AND DETENTION DESIGNS HAVE ALREADY ACCOUNTED FOR THE PROPOSED ADDITION.
2. THE ORIGINAL DESIGN CONTOURS OF THE DETENTION POND REPRESENTED A STORAGE VOLUME OF APPROXIMATELY 5000 CUBIC FEET. THE EXISTING POND AS SURVEYED IN AUGUST 2020 HAS AN APPROXIMATE STORAGE VOLUME OF 5900 CUBIC FEET. THEREFORE, NO MODIFICATIONS TO THE EXISTING POND ARE WARRANTED OR PROPOSED.
3. THE TWO COURTYARDS EACH HAVE AN APPROXIMATE AREA OF 0.09 ACRES EACH. UTILIZING THE RATIONAL EQUATION–Q=CIA, THE ANTICIPATED FLOW FROM EACH COURTYARD IS APPROXIMATELY 0.7 CFS. [0.9X8.2X0.09=0.66] 8" SMOOTH WALL PIPE AT 1% MINIMUM SLOPE HAS A CAPACITY OF APPROXIMATELY 1.8CFS.
LANDSCAPING NOTES:
1. ALL DISTURBED AREAS SHALL BE SEEDED UNLESS OTHERWISE NOTED.
2. INSTALL 4 RED MAPLE TREES (OR OTHER APPROVED LARGE DECIDUOUS TREES). ALL TREES SHALL BE MINIMUM OF 2" CALIPER.
SITE CHARACTERISTIC SCHEDULE
EXISTING PROPOSED ADDITION TOTAL
BUILDING SIZE 150,000 S.F. 43,500 S.F. 193,500 S.F.
STANDARD PARKING SPACES 31 0 31
TRACT SIZE 17.54 ACRES 0 17.54 ACRES
ALLSTATE CONSULTANTS
3312 LEMONE INDUSTRIAL BLVD.
COLUMBIA, MO 65201
(573) 875-8799
allstateconsultants.net
MISSOURI STATE CERTIFICATE OF AUTHORITY #2007004004
SITE PLAN
LOT 14, MID AMERICA INDUSTRIAL CENTRE PLAT 3
BOONVILLE, MISSOURI
STATE OF MISSOURI
BRIAN P. HARRINGTON
NUMBER
PE-2000162110
PROFESSIONAL ENGINEER
8-24-2020
DATE
8-24-2020
REVISED:
JOB NUMBER
20144.01
SCALE
1"=30'
SHEET
2



ALLSTATE CONSULTANTS
3312 LEMONE INDUSTRIAL BLVD.
COLUMBIA, MO 65201
(573) 875-8799
allstateconsultants.net
MISSOURI STATE CERTIFICATE OF AUTHORITY #2007004064
OVERALL SITE PLAN (ORIGINAL DESIGN)
LOT 15, MID AMERICA INDUSTRIAL CENTRE PLAT 3
BOONVILLE, MISSOURI
STATE OF MISSOURI
BRIAN P. HARRINGTON
NUMBER
PROFESSIONAL ENGINEER
8-24-2020
DATE
08-24-2020
REVISED:
JOB NUMBER
20144.01
SCALE
1"=40'
SHEET
3
N
SCALE: 1" = 40'
MID-AMERICA
INDUSTRIAL
EXISTING BUILDING
PROPOSED ADDITION
15
17.54 ACRES
SURVEY RECORDED IN BOOK 7, PAGE 15
TRACT 1
TRACT 2
20' UTILITY EASEMENT
50' BUILDING LINE
EXISTING R/W TO BE VACATED
PROPOSED SIGHT PRESERVATION, ACCESS AND UTILITY EASEMENT
N 87°02'55"E 402.49'
142.18'
153.63'
48.53'
50'R
R=267.00'
L=123.18'
S 74°44'05"E 122.09'
S 23°28'55"W 136.87'
N 87°02'55"E 500.00'
S 87°02'55"W 345.75'
S 81°19'55"W 557.05'
S 81°19'55"W 132.80'
N 81°19'55"E 133.58'
S 87°02'55"W 30.00'
N 81°34'00"E 500.79'
S 87°02'55"W 23.85'
TRACT 1 SURVEY RECORDED IN BOOK 8, PAGE 35
TRACT 2 SURVEY RECORDED IN BOOK 8, PAGE 35
15' TELEPHONE EASEMENT RECORDED IN BOOK 165, PAGE 271
EASEMENT

BILL NO. 2020-019 **ORDINANCE NO.________**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI ESTABLISHING TWO (2) ONE-WAY TRAFFIC RESTRICTIONS, ONE GOING WESTBOUND ON THE NORTH LANE OF HIGHLAND DRIVE AND THE OTHER GOING EASTBOUND ON THE SOUTH LANE OF HIGHLAND DRIVE OFF MAIN STREET; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS: The Street, Alley and Sanitation Board, in response to a citizen's input, has reviewed the citizen's perceived problem with traffic flow on the Highland Drive Entrance/Exit; and

WHEREAS: The Street, Alley and Sanitation Board has reviewed the matter and determined that such one-way traffic restrictions would provide safe and convenient traffic flow through the subject Highland Drive Entrance/Exit; and

WHEREAS: The Street, Alley and Sanitation Board has recommended that the Council establish both one-way restrictions; and

WHEREAS: The City Council has reviewed the matter, upon recommendation of the Board and decided that the establishment of both one-way traffic restrictions is necessary and appropriate.

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

SECTION 1: That two (2) One-Way traffic restrictions, one going westbound on the north lane of Highland Drive and the other going eastbound on the south lane of Highland Drive off Main Street, be hereby established on that portion of Highland Drive.

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

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

FIRST READING: SEPTEMBER 8, 2020

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

APPROVED THIS 21st DAY OF SEPTEMBER, 2020.

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk

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Date: August 25, 2020
To: Mayor and City Council
From: Kate Fjell, City Administrator
RE: Library Learning Center, Boonslick Regional Library Property exchange

KF

On the agenda tonight is a first reading adopting the Memorandum of Agreement for a property exchange between the Boonslick Regional Library and the City. City staff and the Library Board have been fine tuning and clarifying the agreement for several months to make sure the property exchange is clear for both sides.

A quick recap for council members who were not elected at the inception of this project. About 2 years ago, we began discussions with the Regional Library about having them occupy the Library Learning Center at Kemper. Through those discussions, it was mutually agreeable to both parties to do a property swap: Library Learning Center for the Regional Library Property on Main Street. To further support this project, the 7/8 cent sales tax was passed in August of 19, which will provide funding for projects at Kemper. Approximately: $1M for Johnson Field House Renovations, $500K for Parking and building improvements at/near Library Learning Center and about 4.5M for renovations and expansion of Academic Hall for use by the YMCA for their after-school programs.

The City had already begin working on the parking improvements at Kemper (a part of the MOA). We have demolished K Barracks and significantly altered the elevations in the back to accommodate the new parking lot. The remaining work has been on hold awaiting finalization of an agreement.

The MOA is substantially like the MOA we discussed in February of this year. The City is committed to the following work as a part of this agreement:

1. Parking Improvements to the west
2. ADA Access on the west side of the building, including building a ramp and installing a new push button storefront door.
3. Design and Construction of new steps and a push button door for the south entrance
4. Tuckpointing/Cleaning exterior
5. New HVAC for the mezzanine and main floor
6. General repair as needed to interior building (i.e. leaking water fountain)

The parking lot and ADA work will likely take until next April, Scott is currently working on bid documents for this project. The Library, likewise, needs to do some space planning and preparation for moving to Kemper. Executing this agreement will give both sides the certainty to plan and implement these plans for swapping properties.

And now for my thank-yous! I am very grateful to Doug who wrote and rewrote the agreement numerous times to get the language "just right". Mary Pat Abele and the Cooper County building committee members for supporting this project, participating in countless meetings, and championing this building option with the entire Library Board. Thanks to Cathy Birk, Branch Manager, and Linda Alcorn, Library Director, for working with us to understand their needs and vision for a public library. Finally, thank you to the entire Boonslick Regional Library Board for supporting this project and sticking with the City for all these years as the details have been fine tuned. I truly believe the Kemper improvements are projects the community will take pride in. The Library's relocation, the YMCA's expansion, improvements at Johnson Field House and SFCC's presence on the campus will make Kemper a central community gathering place for the entire community.

BILL NO. 2020-020 **ORDINANCE NO. __________**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING A MEMORANDUM OF AGREEMENT FOR PROPERTY EXCHANGE BETWEEN THE CITY OF BOONVILLE AND THE BOONSLICK REGIONAL LIBRARY

WHEREAS, the City of Boonville (hereinafter "the City") has worked with Boonslick Regional Library (hereinafter "the Library") to exchange properties, providing additional space for the Library, in accordance with their desired expansion; and

WHEREAS, in August 2019, the citizens of Boonville approved a temporary sales tax for FT Kemper Park Improvements, which included facilitating the Library's move to the Kemper campus; and

WHEREAS, the City has already begun the necessary infrastructure improvements, including demolition of a building and construction of a parking lot in anticipation of this property exchange; and

WHEREAS, the parties have drafted a Memorandum of Agreement setting out the respective duties and responsibilities of the City and the Library with respect to said property exchange and the Library Board unanimously approved the Agreement at their Board Meeting on August 17, 2020.

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

SECTION 1: That the **Memorandum of Agreement for Property Exchange Between the City of Boonville, Missouri and the Boonslick Regional Library,** providing a framework by which the City and the Library may complete the exchange of the properties and to more specifically define the respective duties and responsibilities of the City and Library are hereby approved by the City Council of Boonville, as the terms and conditions of said Agreement is fully described in the document 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 the Memorandum of Agreement 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: SEPTEMBER 8, 2020

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READ FOR THE SECOND TIME AND PASSED ON THIS 21st DAY OF SEPTEMBER, 2020, AFTER A COPY OF THIS ORDINANCE AND AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE FIRST READING.

____
PRESIDENT OF THE COUNCIL

APPROVED THIS 21ST DAY OF SEPTEMBER, 2020

____
NED BEACH, MAYOR

ATTEST:

____
TERESA STUDLEY, CITY CLERK

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MEMORANDUM OF AGREEMENT FOR PROPERTY EXCHANGE BETWEEN THE CITY OF BOONVILLE, MISSOURI AND BOONSLICK REGIONAL LIBRARY

This Agreement, made and entered into as of the ____ day of August, 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 Boonslick Regional Library, a body corporate and political, consolidated pursuant to Chapter 182 of the Revised Statutes of Missouri, whose principal place of business is 219 West Third Street, Sedalia, MO 65301-4347 (hereinafter referred to as the "LIBRARY").

RECITALS

WHEREAS, the CITY is the owner of certain real property, commonly known and referred to as the "Library Learning Center," consisting of a three-story brick structure and adjacent land as hereinafter to be more particularly described on Exhibit "A", which property is situated on the campus of the former Kemper Military School and College in the 700 block of Third Street, Boonville, Cooper County, Missouri; and

WHEREAS, the LIBRARY is the owner of certain real property, commonly known and referred to as the Boonslick Regional Library – Cooper County Branch, located at 618 Main Street, Boonville, Cooper County, Missouri, consisting of a one-story brick structure and adjacent parking areas, as hereinafter to be more particularly described on Exhibit "B"; and

WHEREAS, the parties to this Agreement have engaged in detailed discussions aimed at accomplishing an exchange of the properties above described and have negotiated the following terms and conditions to be kept and performed by the parties in connection with this property exchange.

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 Properties.**. The Properties covered by this Agreement are to be more specifically described in Exhibits "A" and "B," hereto attached and incorporated

by reference. At the time the anticipated property exchange between the parties shall take place, these legal descriptions shall be used by the parties to convey title to the respective Properties.

The parties expressly state that they are generally familiar with the Properties to be exchanged and have each had an opportunity to inspect same. The parties further understand that except as herein otherwise expressly stated, the Properties are being conveyed in an "as is" condition, without any express or implied warranties of any kind by either party.

2. **Consideration**. The parties stipulate and agree that they are either tax exempt or non-profit entities and there is to be no monetary payment to either party in connection with the anticipated Property exchange. The sole consideration for the conveyances to be made is set forth in numbered paragraph 4 and subsequent paragraphs below. It is further understood and agreed that resulting tax consequences (if any) arising from the completion of this Agreement shall be the sole responsibility of the respective parties.

3. **Scope of Agreement**. The purpose of this Agreement is to provide the framework by which the parties may complete the exchange of the Properties as herein described and to more specifically define the respective duties and responsibilities of the parties to be accomplished prior to such exchange.

4. **Duties and Responsibilities of the Parties**:

a) Responsibilities of the CITY:

i) The completion of certain demolition work adjacent to the Library Learning Center, including, but not by way of limitation, the brick structure previously known as "K Barracks;"

ii) The construction and reconfiguration of additional parking to the West (behind) of the Library Learning Center to provide not less than 26 regular and 3 handicapped parking spaces dedicated to the use of the Library. Parking space allocation as between the LIBRARY and State Fair Community College will be designated by appropriate signage;

iii) The installation of a new HVAC system for the Library Learning Center main floor and mezzanine levels, sufficient to maintain uniform temperatures on each level;

iv) The design and construction of modifications to the front (South) steps to improve access to the main (South) entrance, including an electronic push button door.

v) The improvement/reconstruction of access to the back door/fire exit of the Library Learning Center (nearest the elevator) on the West side of the building in order to improve access for patrons, including allowing handicapped ingress and egress through that entrance and fire exit. Such improvements shall include, but not by way of limitation, a sidewalk and ramp to the door, push-button access sufficient to meet existing ADA requirements for all handicapped-accessible entrances, a new door, a designated bookmobile parking spot and a sidewalk connecting the ADA accessible entrance with the new South sidewalk (not ADA accessible) from the newly constructed parking lot to the front (South) entrance with sufficient space to allow the LIBRARY to install a book drop.

vi) The repair of any interior or exterior water problems or leakage of the building structure and testing of all electrical, plumbing and HVAC systems to insure they are in proper operating condition, together with any additional items identified in, and consistent with, the Preliminary Facility Report set out in Exhibit C, hereto attached and incorporated by reference;

vii) Maintaining and keeping property and liability insurance for the Property to be conveyed until the closing date

viii) Prior to the completion of the exchange transaction between the parties, the CITY shall make the Library Learning Center available to the LIBRARY during regular business hours for additional inspection purposes, upon request. Any expenses associated with such inspection activities shall be at the sole expense of the LIBRARY;

ix) To provide, at the CITY'S expense, any easements deemed to be necessary for ingress and egress (to run with the land), other potential easements (to be discussed between the parties) for the benefit of the LIBRARY, and other documents that are reasonably necessary to convey to the LIBRARY sufficient land immediately surrounding the Library Learning Center to maintain and repair HVAC systems for the building, and to allow access over and across CITY-owned property; to provide reasonable access to the building so as to provide the full use and enjoyment of the premises for LIBRARY purposes. It is stipulated and agreed that any easement(s) for ingress and egress will be permanent easements that will constitute a covenant running with the land. It is further stipulated and agreed that such easement for ingress and egress to the Library Learning Center will be located upon and over existing sidewalks extending from public streets to and around the Library Learning Center property and will provide access to all entrances to said property. It is understood that this will include sidewalks to be constructed as part of the parking lot expansion adjacent to the Library Learning Center which will lead to entrance and exit points for such property. It will also include a desnated entrance from the new public street to be constructed on the West side of the Library Learning Center to the parking area that will be designated for Library use.

x) Provide an easement to the LIBRARY for erection of two signs at a mutually agreeable location to identify the LIBRARY property. Such signs will conform to applicable CITY Building Codes and Regulations. This easement will be exclusive to the LIBRARY and will not constitute a covenant running with the land, but will remain in place as long as the LIBRARY owns the Library Learning Center property. This easement will also include a temporary easement for construction, repair and replacement of both signs with the understanding that the LIBRARY will repair any damages to the grounds resulting from such construction, repair and replacement. If the CITY should ever sell the Kemper Campus to a third party while the LIBRARY still owns the Library Learning Center, the CITY will reserve such sign easement to the use of the LIBRARY during its ownership of the Library Learning Center.

xi) "Groundskeeping" responsibility shall remain with the CITY after the completion of the property exchange with respect to snow/ice removal for parking and sidewalk areas and steps. This will also include mowing of grass on the LIBRARY property, and necessary repairs/maintenance to the parking and sidewalk areas. This shall continue as long as the CITY owns property on said Kemper Military School campus and shall be done in the same manner as the CITY conducts similar activities on CITY-owned property.

b) Responsibilities of the LIBRARY:

i) Removal of all items of tangible personal property from the 618 Main Street premises by a mutually acceptable date, at the sole expense of the LIBRARY;

ii) Maintaining and keeping property and liability insurance for the 618 Main Street Property and paying all utilities until the closing date or until the LIBRARY has completely vacated said Property and full possession thereof has been given to the CITY, whichever shall occur last;

iii) The repair of any interior or exterior water problems or leakage of the building structure at 618 Main Street and testing of all electrical plumbing and HVAC systems to insure they are in proper operating condition;

iv) Upon closing of the property exchange herein contemplated, the LIBRARY will further be responsible for all items of repair or replacement at the Library Learning Center as set out in the Preliminary Facility Report, identified in Exhibit C, hereto attached and incorporated by reference;

v). The design/modification of the internal stairway of the Library Learning Center leading from the first floor to the basement level of the building, and all other design/modification of interior spaces of the Library Learning Center to meet the specific needs of the LIBRARY;

vi) Consult with the CITY'S engineers and contractors, as deemed necessary by the parties, regarding any issues as to handicapped access to the Library Learning Center, HVAC system and renovation of the south entrance steps;

vii) Prior to the completion of the exchange transaction between the parties, the LIBRARY shall make the Library Property available to the CITY during regular business hours for additional inspection purposes, upon request. Any expenses associated with such inspection activities shall be at the sole expense of the CITY.

5. **Title Search/Insurance**. Upon request, each party, as soon as practicable, shall deliver, or cause to be delivered, to the other party a commitment to issue an owner's policy of title insurance for the fair market value, or appraised value, of the property to be conveyed. Either party also may waive such title insurance commitment and title insurance policy. In the event a title insurance policy is requested, it shall be issued in the aggregate amount of the fair market or appraised value as hereinabove set out, naming the requesting party as the insured, written by a title insurance company licensed in Missouri under the provisions of Chapter 381 of the Revised Statutes of Missouri, which policy shall insure the owner's title to be in the condition called for by this Agreement, and which commitment shall provide that in the event a title insurance policy is requested, said policy shall be issued forthwith after the Deed called for under this

Agreement shall be placed of record. It is understood and agreed that the cost of the premium amount required for the issuance of a title insurance commitment, together with any additional fee required for issuing an owner's policy (if any), shall be paid by the requesting party. After the delivery by the conveying party of said title insurance commitment to the requesting party, the requesting party shall have a reasonable time to examine said title insurance commitment and notify the conveying party, in writing, of any objections thereto. Provided, however that said examination period shall not exceed fifteen (15) days. If there be any objections, the conveying party shall, within a reasonable time, furnish to the requesting party a new or amended title insurance commitment satisfying any such objections. The cost of correcting any defects in the title shall be paid for by the conveying party. If such revised or amended commitment shall not be furnished within forty-five (45) days after said notice, the requesting party, at the requesting party's election may void this Agreement by written notice to the conveying party prior to the furnishing of such commitment, in which case all further obligations of the requesting party shall be terminated and this Agreement shall be considered null and void. Provided further, if the failure to furnish a title insurance commitment is due to the fact that title defects cannot be corrected or the conveying party refuses to correct said title defects that are capable of being corrected, then this Agreement shall be void, unless the requesting party gives notice to the conveying party, in writing, of the requesting party's election to waive such defects. Except for any reasons expressly set forth in this Agreement, failure or refusal of the conveying party to perform in accordance with the terms and provisions of this Agreement and proceed to closing pursuant thereto shall be a breach of this Agreement and the requesting party shall be entitled to any remedies available to it, either at law or in equity, including specific performance of this Agreement. Except for the reasons expressly set forth in this Agreement, failure or refusal of the requesting party to perform in accordance with the terms and provisions of this Agreement and proceed to closing pursuant thereto shall be a breach of this Agreement and the conveying party shall have all remedies available either at law or in equity, including specific performance of this Agreement.

6. **Applicable Title Standards.** It is understood and agreed that the title herein required to be furnished by the respective parties is "marketable" as set forth in Title Standard 4 of the Missouri Bar. It is also understood and agreed that any encumbrance or defect in the title which is within the scope of any of the Title Standards of The Missouri Bar shall not constitute a valid objection on the part of either party, provided sufficient affidavits, or other title papers, if any, shall be obtained at the expense of the conveying party, as described in the applicable standard.

7. **Conveyance of Properties**. Upon completion of the duties and responsibilities above-described, the parties shall establish a mutually convenient closing date to complete the property exchange and shall provide the following documents in order to effect the property exchange:

a) The CITY shall provide to the LIBRARY, at the CITY'S expense, a Special Warranty Deed conveying marketable title in the Library Learning Center property to the LIBRARY, together with any easements or other documents reasonably deemed necessary to provide the LIBRARY full use and enjoyment of the premises, including designated parking areas and appropriate signage, as above provided;

b) The LIBRARY shall provide to the CITY, at the LIBRARY'S expense, a Corporation Warranty Deed conveying marketable title in the LIBRARY property at 618 Main Street, Boonville, Missouri to the CITY, together with any easements or other documents reasonably necessary to provide the CITY full use of the premises;

c) Each party shall be responsible for the respective costs of providing said Deeds and easements to the other party, and for recording the Deeds they receive with the Cooper County Recorder of Deeds.

d) All utilities shall be transferred to the receiving party effective as of the date of the conveyance of the Properties and as shall be consistent with other provisions of this Agreement, including but not by way of limitation, the provisions of subparagraph (b) (ii) of numbered paragraph 4, above.

It is understood and agreed between the parties that the LIBRARY shall be allowed to occupy the Property located at 618 Main Street following the closing date for a reasonable period of time to allow the LIBRARY to complete the modifications and renovations hereinabove described in Paragraph 4, provided that in no event shall such extension of occupancy by the LIBRARY exceed six (6) months after the closing date, and further provided that during any such period, the LIBRARY shall pay all utilities and maintain property and liability insurance for the 618 Main Street Property in the current amounts, or in such other amounts as the parties shall mutually agree, in writing. Provided, further, that should the LIBRARY continue to occupy said premises after the closing as hereabove provided, then it is expressly understood and agreed that the LIBRARY shall fully indemnify and save the CITY harmless from all claims, demands, causes of action, suits, judgments, and damages, whether for personal injury or property damage, of whatsoever kind or character, which may arise by virtue of the LIBRARY retaining possession of the premises after the closing and such obligation of the LIBRARY shall continue until the LIBRARY shall have completely vacated the property and delivered full possession thereof to the CITY. It is further understood and agreed the CITY shall have no responsibility or liability, whatsoever, to the LIBRARY for damage or breakage to any items of inventory, equipment or other personal property which the LIBRARY shall elect to store or maintain on the premises under the terms of this paragraph, and the LIBRARY shall be solely responsible for providing adequate insurance and security therefor.

Notwithstanding the foregoing provisions of this paragraph 7, it is understood and agreed between the parties that all repairs that may be necessary to the building after the transfer of title to the CITY, even though it is during the time the building may still be occupied by the LIBRARY pursuant to the provisions this paragraph, shall be the responsibility of the CITY, unless such repairs shall be caused directly by the LIBRARY or its employees.

8. **SALE OR CONVEYANCE/NOTICE**. It is expressly understood and agreed that following the completion of the exchange transaction contemplated by the parties in this Agreement, should either party intend to sell or otherwise convey the property hereinafter to be described on Exhibit "A:" (or any portion thereof), the following process shall be observed:

A. Sale by CITY - Should the CITY be the party intending to sell any portion of what is now identified as the Kemper Military School Campus which is adjacent to, and within 100 feet of the Library Learning Center, the following procedure shall be observed prior to any sale, conveyance or marketing to third parties –

i. Notice. The CITY shall first give the LIBRARY written notice of such intent no less than sixty (60) days prior to offering or advertising such property for sale. If the property intended to be sold is a portion of the Kemper Campus, the CITY shall include in such notice to the LIBRARY a copy of any survey, describing the location and boundaries of such property to be offered for sale.

ii. Response to Notice. Upon receipt of such notice, the LIBRARY shall have thirty (30) days to provide a written response to the CITY, indicating if the LIBRARY has a good faith interest in purchasing such property from the CITY, or a portion thereof, and shall have an additional thirty (30) days from its initial response to tender a good faith written offer of purchase to the CITY.

iii. Failure to Respond. Failure of the LIBRARY to either respond to the original notice, or to tender a purchase offer within the times set forth above, may be deemed by the CITY to indicate the LIBRARY'S non-interest in such property and the CITY shall have no further obligation to the LIBRARY with respect to such sale or conveyance and may proceed to offer such property to third parties without restriction.

iv) Indication of Interest. In the event the LIBRARY shall respond to the CITY'S notice to sell that it is interested in purchasing such property, and shall further tender a good faith offer to purchase in a timely manner, the parties may enter into further negotiations with respect to such sale transaction for a period of not more than thirty (30) days (unless such time is extended by mutual consent of the parties) to reach a final agreement as to a sale of the property. In the event no final agreement can be reached prior to the expiration of said time period (or the mutual extension thereof), the CITY shall be released from all further obligation to the LIBRARY with respect to such sale and may proceed to market such property to third parties, without further restriction. Such thirty (30) day extended negotiation period is not mandatory and the CITY shall have the right to simply reject the LIBRARY'S offer should it choose to do so.

B. Sale by LIBRARY. Should the LIBRARY be the party intending to sell any portion of what is now identified as the Library Learning Center as shall be described in Exhibit "A" to this Agreement, the following procedure shall be observed prior to any sale or conveyance –

i. Notice. The LIBRARY shall first give the CITY written notice of such intent no less than sixty (60) days prior to offering or advertising such property for sale.

ii. Response to Notice. Upon receipt of such notice, the CITY shall have thirty (30) days to provide a written response to the LIBRARY, indicating if the CITY has a good faith interest in purchasing such property from the LIBRARY, and shall have an additional thirty (30) days from its initial response to tender a good faith written offer of purchase to the LIBRARY.

iii. Failure to Respond. Failure of the CITY to either respond to the original notice, or to tender a purchase offer within the times set forth above, may be deemed by the LIBRARY to indicate the CITY'S non-interest in such property and the LIBRARY shall have no further obligation to the CITY with respect to such sale or conveyance and may proceed to offer such property to third parties without restriction.

iv) Indication of Interest. In the event the CITY shall respond to the LIBRARY'S notice to sell that it is interested in purchasing such property, and shall further tender a good faith offer to purchase in a timely manner, the parties may enter into further negotiations with respect to such sale transaction for a period of not more than thirty (30) days (unless such time is extended by mutual consent of the parties) to reach a final agreement as to a sale of the property. In the event no final agreement can be reached prior to the expiration of said time period (or the mutual extension thereof), the LIBRARY shall be released from all further obligation to the CITY with respect to such sale and may proceed to market such property to third parties, without further restriction. Such thirty (30) day extended negotiation period is not mandatory and the LIBRARY shall have the right to simply reject the CITY'S offer should it choose to do so.

C. Notice Requirements. All notices called for in this paragraph 8 shall be required to meet the standards set forth in paragraph 13(f) of this Agreement.

D. Time of the Essence. It is expressly understood and agreed that with respect to all notice requirements and time periods described in this paragraph 8, time shall be of the essence.

9. **POSSESSION/UTILITIES.** It is agreed that the parties shall be entitled to possession of the respective Properties at the time of closing, and upon completion or expiration of the various requirements and exceptions set out in this Agreement. The parties shall cooperate in arranging for the utilities to be placed in the name of the receiving party as of the date of closing, or at such other time as hereinabove provided, or as the parties may mutually agree, in writing. Any expenses, including required deposits, pertaining to the transfer of utilities shall be at the expense of the receiving party.

In the event the parties have been unable to set a closing date for the exchange of Properties by November 10, 2020, representatives of the CITY and the LIBRARY shall meet at a mutually convenient time and place during the month of November, 2020, for the purpose of reporting on the status of the various duties and responsibilities of the parties and discussing the establishment of a tentative closing date. In this regard, it is understood that the LIBRARY prefers that any closing date be set as soon as reasonably possible after the CITY has completed all of the improvements to be made by the CITY as hereinabove set out. It is further understood and agreed that some of such improvements have been completed by the CITY as of the date this Agreement is executed.

10. **TAXES AND ASSESSMENTS**. The conveying party represents and states that all real estate taxes and special assessments, if any, for 2020 and prior years have been, or will be, paid by the conveying party at the time of closing.

11. **DIVISION OF COSTS**. The parties have agreed to pay the respective costs and expenses as assigned to them in the preceding paragraphs of this Agreement and, in addition, have agreed to the following division of costs with respect to matters not covered by the preceding paragraphs:

(a) As partial consideration for this Agreement, the parties shall each pay one-half (1/2) of the transactional and closing costs and expenses relating to this exchange transaction, including, but not by way of limitation the following: i) preparation of the Memorandum of Agreement; ii) closing fees charged by the Closing Agent, including but not by way of limitation, preparation of closing statements.

(b) Except as herein expressly provided to the contrary, each party shall be responsible for the payment of their respective attorney's fees with respect to all matters covered in this Agreement.

(c) It is expressly understood and agreed that this Agreement is made and entered into, and this contemplated exchange transaction is being conducted without the participation of a real estate broker representing either party and the parties mutually state that no real estate brokerage fees or commissions are owed to any person or firm. Each party hereby expressly agrees to indemnify and save the other party harmless from any and all claims for payment of real estate brokerage fees or commissions in connection with this sale transaction.

12. **ADVICE OF COUNSEL**. It is understood and agreed that both parties have had the advice of legal counsel prior to the execution of this Agreement or have expressly waived such advice.

13. **General Provisions**.

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

(b) Binding Agreement. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein contained and is hereafter executed by the undersigned persons with full authority of the respective governing bodies of the parties. It shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

(c) Amendment of Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by both of 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 headings 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 **LIBRARY**:	Director Boonslick Regional Library 219 West Third Street Sedalia, MO 65301

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 duplicate original as of the day and year first above written.

CITY OF BOONVILLE, MISSOURI

By: ______________________________
Ned Beach, Mayor

ATTEST:

____
City Clerk

CITY

BOONSLICK REGIONAL LIBRARY

By: Ashley Klein
Ashley Klein
President, Board of Trustees

ATTEST:

Mary Louise Dove
Secretary

LIBRARY

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

EXHIBIT "A"

This property will include the Library Learning Center building on the Kemper Campus along with adjoining property to allow access to the HVAC systems near the building. Once construction/improvements are made by the City to the property and adjoining spaces, a survey and legal description will be provided and used in the closing documents.

[The precise legal descriptions of the PROPERTY covered under the foregoing Agreement and located on the Kemper Military School Campus, Boonville, Cooper County, MO, together with any easements and surveys necessary to accomplish the purposes of this Agreement, shall be included on this Exhibit "A" when property description is available]

EXHIBIT “B”

This property will include the present Library building at 618 Main Street, Boonville, MO, along with adjoining parking and vacant areas owned by the LIBRARY.

[The precise legal description of the PROPERTY covered under the foregoing Agreement and located at 618 Main Street, Boonville, Cooper County, MO, together with any easements and surveys necessary to accomplish the purposes of said Agreement shall be included on this Exhibit “B” when property description is available]

EXHIBIT "C"

Kemper Library Learning Center – Preliminary Facility Report
701 Third Street – Boonville, Missouri 65233 Building
Survey Performed: July 21, 2020

INTRODUCTION
The building is a three story non-sprinklered building with the upper two stories above grade and the lower story roughly 80% above grade. The building is load bearing brick masonry mass walls.

The building was completely rehabilitated including structural renovations in 1997. These renovations included a new floor and interior footings on the 1st floor, new steel joist framing with metal deck and concrete floor on the 2nd and 3rd floors. A new interior and exterior stair were included as well as a new elevator shaft. The 1st floor was left mostly unfinished. The 2nd and 3rd floors were completely finished at that time. According to the renovation plans, the roof framing consists of (4) steel truss frames with steel "Z" purlins added to accept the metal roof. The ceiling is open space with the frames and purlins enclosed with drywall.

An aluminum skylight was also incorporated into the roof system at that time.

The 1st floor interior was finished out in 2012 and included the elevator, restrooms, classrooms, etc. A new HVAC system for the 1st floor was also installed at that time. The system is a VRV system with three outdoor units and multiple indoor units. The system also includes an ERV for fresh air that serves the 1st floor.

The building is in, overall, very good condition for its age. Please see the report below for a detailed report.

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FACILITY REPORT OUTLINE

SITE	RESPONSIBLE PARTY
A. Drives and Parking 1. We understand that new drives and parking have been designed and are being installed to the west of the building.	City
B. Sidewalks and Site Amenities 1. The ramp on east side of the building is not accessible. It appears that a sidewalk could be installed at 5% slope from the main sidewalk to the east building entrance that would provide accessibility from the east. 2. Accessible Route - The parking lot to the west leads to an accessible ramp on the north side of the building providing accessible access to the entrance on the east side of the building.	No work to be done No work to be done
C. Storm Drainage 1. There appeared to be positive drainage around most of the building. The east side at the east entrance at the bottom of the ramp appears that there could be issues in a heavy rain. A trench drain could be installed at the bottom of the ramp and piped to an existing storm inlet to the north. The building has gutters and downspouts on the east and west sides. The downspouts extend into a below grade storm sewer system.	No work to be done at this time No work to be done
D. Area Lighting 1. The exterior building mounted lighting has recently been replaced with LED fixtures in all locations	No work to be done
E. Utilities 1. All of the utility services (electrical, gas, sanitary sewer, domestic water, telecom) were said to be in good order. No deficiencies were noted. We understand that new utilities installed during the 1997 renovations and saw evidence of such in the 1st floor mechanical rooms. 2. During the 2010 1st floor renovation, new telecom was installed	No work to be done No work to be done
E. Accessibility 1. We understand that new drives and parking have been designed and are being installed to the west of the building which will include accessible parking spaces. 2. The existing west parking lot has designated parking spaces and an accessible ramp/route on the north side to the east entrance. There are also plans for an	City City

accessible ramp to the lower level west entrance at the exterior stair. The elevator can be accessed at this location.	

EXTERIOR	RESPONSIBLE PARTY
A. Accessible Route 1. We understand that a new accessible ramp will be installed that will offer accessibility from the current accessible parking area to the building west entrance.	 City
B. Building Envelope 1. Roof- The rood is a standing seam metal roof installed during the 1997 renovation. We accessed the roof via a lift provided by the City. The rood looked to be in good condition. It had rained the night prior to the inspections, and we saw no evidence of gutter leaks. There is also no report of interior leaks. There is a ridge mounted skylight that appears to be in good condition and no evidence of leaks on the interior. 2. Walls a. The brick walls are in generally good condition. The mortar joint appeared to be in good condition. There are a few areas that need tuckpointing. On the south façade there is a return in the wall on the north side of the door that needs cleaned and tuck pointed. There is evidence of infiltration on the interior wall in the same location. It appears that the gutter leaked at one time and caused this damage. The gutter did not show signs of leaking at the time of our inspection. The large pin oak on the east side could also be clogging the gutters in the spring when the leaves fall. The west and north sides appear to be in good condition. b. The cast stone window sills need to be repaired/re-pointed in all locations. c. There are some cracks in the concrete foundation walls but nothing uncommon for buildings of this age, 3. Fenestration (Windows and Doors) a. The aluminum windows and doors are in good condition. b. The three doors on the west façade at the exterior fire stairs all need to be recaulked and painted. c. Caulking- The caulking appeared to be in fair condition but should consider re-caulking all locations sine the cast stone stills will need to be repaired	 No work to be done No work to be done City will tuckpoint as needed City will repair as needed City will tuckpoint No work to be done No work to be done City City as part of window work
C. Exterior Stair 1. The steel exterior fire stair has a substantial amount of rust. It is an aesthetic not a structural issue at this point but the entire structure could use a coat of paint.	 No work to be done

2. The concrete exterior stair was not reviewed- we understand that it is being demolished and replaced. The same goes for the brick planters on either side of the concrete stair.	City
D. Structural Issues- Visual Inspection 1. Foundation- Some minor cracking- nothing current. (visual inspection) 2. Masonry Walls- there are several masonry joint issues- see above under building envelope	 No work to be done Tuckpointing - City

INTERIOR	RESPONSIBLE PARTY
A. Accessibility	
1. Accessibility Route- The accessible route withing the building is in compliance. Note that the interior stair connects the 2nd and 3rd floors only and does not extend to the 1st floor, There is, however, an elevator that connects all three floors. The missing connection would only be needed for convenience.	Library – interior stair
2. Doors- The required clear spaces and lever handles are in place.	No work to be done
3. Restrooms	
a. The restrooms on the 1st floor appear to be compliant.	No work to be done
b. The restrooms on the 2nd floor appear to be compliant except that a vertical grab bar could be added in the accessible toiled stall.	Library
4. Vertical Access- Stairs/Ramps/Elevator	
a. There is an interior stair connecting the 2nd and 3rd floors	No work to be done
b. There is an exterior stair connecting all three floors.	No work to be done
c. There is an elevator provided and appeared to be in good working order. There was a State Inspection Certificate dated 10-2019. Need to make sure the State Inspection is current. Thyessenkrupp is the manufacturer- not sure if there is a maintenance agreement with them.	Library – telephone for elevator, but City will pay for inspection/ City will provide info on elevator maintenance agreement to Library
B. Finishes	
1. Floors	
a. The two upper levels have carpet flooring with ceramic tile in the restrooms- all in good condition.	No work to be done
b. The lower level has VCT flooring and is good condition but could be stripped and waxed.	Library
2. Ceilings	
a. The 1st and 2nd floors have acoustical tile ceilings and are in good condition. There are some areas of hard ceilings at the 2nd floor.	
b. The 3rd floor has an open structure ceiling and is gyp. bd. and is in good condition.	No work to be done
3. Walls- All walls appeared to be in good condition.	

C. Life/Safety	
1. Fire Alarm System- The building has an addressable fire alarm system with the proper monitoring and notification devices.	City will provide info to Library
2. Horizontal Egress- Compliant	No work to be done
3. Vertical Egress- Appeared to be in compliance	No work to be done
4. Corridors- Protected- not sure	No work to be done
5. Sprinkler System – This building has no sprinkler system and may not meet current codes. It was likely determined infeasible to install a sprinkler system.	No work to be done
6. Emergency/Exit Lighting – Locations appeared to be compliant, however, some were not working and may need new batteries or replaced with a new lighting fixture.	City will confirm working exit lights
7. General Lighting	City will confirm all fixtures work
a. The general lighting at the 1st and 2nd floors are T8 fluorescent troffer fixtures. Some of the recessed can fixtures were not working – need new bulbs or fixtures replaced. Note: there may be rebated through Ameren to upgrade these to LED fixtures	No work to be done
The lighting on the 1st floor is switched. There are occupancy sensor controls for the restroom only on the 1st floor. The lighting on the 2nd floor is all switched.	Library can upgrade/change
b. The general lighting at the 3rd floor appears to be metal halide indirect lighting (the lighting lights the ceiling). There may be rebates through Ameren to upgrade these to LED fixtures and I am not sure that indirect lighting will be sufficient for the intended use. The lighting on the 3rd floor is all switched.	Library
8. Signage	No work to be done
a. Signage (w/ Braille) should be added at the 2nd floor restrooms and also rooms where there could be hazards (mechanical, electrical, etc). There is signage at the restrooms on the 1st floor. It is also common to have signs at stairways including the floor level and also the elevator. Note that Braille portion of the signs should be between 48" and 60" above the finished floor.	Library
9. Asbestos Report- Not applicable/ Complete Rehabilitation	No work to be done
D. MEP Systems	
1. Mechanical Systems-	
a. 1st Floor- A new VRV (Variable Refrigerant Volume) system was installed in 2012. It consists of three outdoor units and multiple indoor units. There is also an ERV (Energy Recovery Ventilator) that serves to supply fresh air to the 1st Floor.	No work to be done

The indoor wall mounted unit at the east main entrance corridor appeared to have a bad motor/making noise.	City to repair or replace
b. The 2nd floor and 3rd floor are each served by twinned – ground mounted – gas fired – packaged units. We believe there were installed during the 1997 rehabilitation. They do not appear to supply fresh air to the spaces. We understand that they are being replaced with like sized similar units. The new units should have at minimum a fresh air damper controlled by a CO2 sensor. An economizer would be better.	City to replace HVAC as set out in MOA
2. Electrical Systems- Generally Compliant	
a. There are ample convenience outlets at all levels including floor outlets along the perimeter of the 2nd and 3rd floors. All outlets should be tested and confirmed to be in working order.	City will test outlets
3. Plumbing Systems- Generally Compliant	
a. The water cooler (drinking fountain) on the 2nd floor was leaking/ not working and needs to be repaired or replaced.	City will repair or replace fountain
4. Data and Communication	No work to be done
a. There is a lot of IT equipment still in the data closet at the 1st floor. The first floor has ample data ports	No work to be done
b. The 2nd floor has data ports in the interior walls and floor boxes for data along the perimeter.	No work to be done
The 3rd floor did not appear to have any data ports or floor boxes for data.	No work to be done
5. Security/Access Control- None Currently	
6. General – All MEP systems will need to be inspected/tested to make sure that they are in good working order.	City to inspect before closing

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BOONSLICK REGIONAL
LIBRARY
INFORM • ENLIGHTEN • INSPIRE
219 West 3rd Street, Sedalia MO 65301

August 17, 2020

Mayor Ned Beach
City Administrator Kate Fjell
Boonville City Hall
401 Main Street
Boonville, Missouri 65233

Dear Ned and Kate,

With gratitude and appreciation for our partnership with the City of Boonville, the Boonslick Regional Library (BRL) Board of Trustees unanimously approved the Memorandum of Agreement (MOA) for the property exchange at a Special Board Meeting tonight. Relocating the Cooper County Branch of the BRL to the Library Learning Center on the Kemper Campus and placing the Main Street property in the hands of the City will not only benefit both parties but will truly enhance opportunities for all citizens. The Board would like to thank all those on the City staff, as well as others, who have been responsive to questions and suggestions to allow us to finalize the language in the MOA. We look forward to your placing the MOA on the City Council's September agenda. If there is anything we can do to show our support and excitement, please don't hesitate to let us know.

We look forward to a continuing partnership with the City as well as to developing future programs with the YMCA and State Fair Community College to benefit the community.

Sincerely,

Ashley Klein
Ashley Klein
President
BRL Board of Trustees
Building Committee

Linda Allcorn, Dir
Linda Allcorn
Director
Boonslick Regional Library

Mary Pat Abele
Mary Pat Abele
Chair
BRL Cooper County

Serving Benton, Cooper and Pettis Counties Since 1953
(660) 827-7111 - Fax: (660) 827-4668
boonslickregionallibrary.com

HOUSING AUTHORITY
of the City of Boonville
506 Powell Ct. Office: 660-882-7332
Boonville, MO 65233-1521 Fax: 660-882-6811

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON August 12, 2020

On the 12th Day of August, 2020 at 12:00 P.M. the Housing Authority Commissioners met for a regular meeting at 506 Powell Court, Boonville, MO 65233

Present:	Chairperson, Marilyn Adkins (Tele)	Vice Chairperson, Betty St. John (Tele)
	Commissioner, Charles Green (Tele)	Commissioner, Cara Johnson (Tele)
	Commissioner, Elder Wayne Jones	Secretary, Robert Rorah
Guests:	Stacey Pagliaro	Absent: Morris Carter

1. Roll: There being a quorum Chairperson, Marilyn Adkins called the meeting to order. Adkins asked if there is any pertinent information to discuss before the agenda is placed on the table. Rorah welcomed new Commissioner, Elder Wayne Jones and thanked him for Accepting his appointment to the Housing Authority Commission.

2. Meeting Minutes: Consideration was given, and discussion held on minutes of the July 8, 2020 Regular Board Meeting. Charles Green made motion to approve the minutes. The motion was seconded by Betty St. John. The motion passed.

3. **Bills and Communications:** Discussion was held, and consideration was given on the following.
The UMB Bank Balance for August 12, 2020 was $60,513.27. Bills Paid in July 2020 were reviewed. The Bank Reconciliation Statement, Operating Budget, Trial Balance, Board Summary Report from May 2020 were discussed and reviewed.

4. Report of the Secretary: Consideration was given, and discussion was held on the following.
PIC Report for July 31, 2020 was at 100%. The Project Performance Reports for July 31, 2020 were also distributed and discussed. Tenant Occupancy was at 96%.

5. Unfinished Business: Discussion was held, and consideration was given on the following.
a. Roof Replacement phase three is beginning and will roof 14 dwelling units. They should be completed by the end of September 2020. This will leave 16 remaining dwelling units to be roofed.
b. Fiscal Year End – June 30, 2020 Financial Statements have been prepared and sent to the Accounting Firm, Loucks & Schwartz for compilation in preparation for electronic submission to HUD (normally by August 31, 2020). HUD has notified all Public Housing Agencies with 6-30-2020 Fiscal Year Ends to hold off submitting their financial statements until further notice (another delay because of the virus).
c. New Office Clerk: Applications are being submitted through INDEED Hire online and interviews have begun.

6. New Business: Discussion was held, and consideration was given on the following.
a. Corona Virus Relief Fund - Cooper County, MO sent notice of available Corona Relief Fund dollars available for Political Subdivisions to submit an application to receive funding. All Commissioners present discussed and agreed the Housing Authority has already received CARES Act funding from HUD.
b. More HUD Waivers – Revision No. 1, Resolution No. 579. Marilyn Adkins made motion to approve Resolution No. 579 to take advantage of more regulatory wavers from HUD. Elder Wayne Jones second the motion. The Motion passed.

7. Miscellaneous: Rorah said he will be post mailing Elder Wayne Jones a copy of the Housing Authority Code of Ethics for his review.

8. Adjournment Betty St. John made motion to adjourn, Charles Green second.

CHAIRPERSON: ______________________________ Date______________
SECRETARY: ______________________________ Date______________

CITY OF BOONVILLE
BOARD of PUBLIC WORKS
CANCELLATION
August 27, 2020
5:30 p.m.
City Services Building
1200 Locust Street
Boonville, Missouri

The **Thursday, August 27, 2020** meeting of the **BOARD of PUBLIC WORKS** has been cancelled due to lack of agenda items. The next regularly scheduled meeting is **September 24, 2020.**

STREET, ALLEY and SANITATION BOARD
MEETING
August 26, 2020

NOTICE POSTED: Friday, August 21, 2020, 1:54 p.m.

The Street, Alley and Sanitation Board met at the City Services Building, 1200 Locust St., 6:30 p.m., August 26, 2020. The following voting members were present: Dale Monteer, David Smith, Wayne Jones and Rex Myers. Jeff Ditto, Interim Director of Public Works and Steve Young, Council Representative were also present.

ABSENT or EXCUSED: Lewis Miller

MINUTES:
Minutes of the July 29, 2020 Street, Alley and Sanitation Board meeting were approved as presented.

PUBLIC COMMENTS: None

OLD BUSINESS: A. Discussion of traffic flow on Highland Drive at Main Street continued with the board deciding the best solution would be to make the North entrance onto Highland Dr. the Entrance and the South entrance onto Highland Dr. will be the Exit. Both drives will have adequate signage posted clarifying one from the other. Mr. Smith entertained the motion while Mr. Myers seconded and the vote was unanimous. (see map attached).

B. After much discussion regarding the entrance of Harley Park from Santa Fe Trail, Mr. Jones moved to table the issue until they can investigate how many accidents have taken place at this intersection. Mr. Monteer seconded the motion, while Mr. Myers and Mr. Smith agreed.

NEW BUSINESS: None

MISCELLANEOUS: Mr. Ditto reminded board members to continue observing city streets while they are out driving to evaluate if there would be adequate room for emergency vehicles to pass.

With no further business, the meeting was adjourned at 7:10 p.m. with a motion from Mr. Smith, seconded by Mr. Jones. Voting yes: Mr. Monteer and Mr. Myers.

Respectfully submitted,

Jeff Ditto

Jeff Ditto, Interim Director of Public Works

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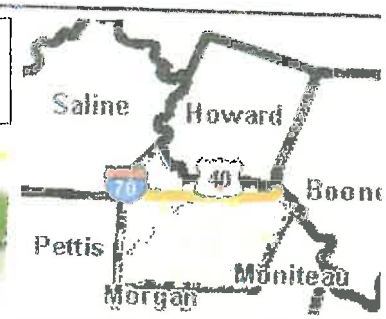
Cooper County, MO



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

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