

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

February 4, 2019

7:00 p.m.

**City Council Chambers
525 E. Spring Street
Boonville, Missouri**

I. Call to Order – Pledge and Prayer (Whitney Venable)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the January 22, 2019 Council Meeting

V. Consent Items

a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2019-001 Amending Chapter 2 of the Code of General Ordinances Regarding Residing Requirements for Advisory Boards and Committees
- B) Second Reading of Bill No. 2019-002 Amending Chapter 17 of the Code of General Ordinances Regarding Residing Requirements for the Historic Preservation Advisory Commission
- C) Second Reading of Bill No. 2019-003 Amending Chapter 18 of the Code of General Ordinances Regarding Residing Requirements for the Police Affairs Advisory Committee
- D) Second Reading of Bill No. 2019-004 Authorizing and Approving a Lease Renewal Agreement with Boonslick Heartland YMCA

VIII. New Business

A) None.

IX. Reports of Standing Committees

- A) Tourism Commission – December 18, 2018 (Morris Carter)
- B) Street, Alley, and Sanitation Board – January 30, 2019 (Michael Stock)

X. Reports of City Officials

City Administrator

- FY 2019-2020 Budget #3

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
January 22, 2019

The Boonville City Council met in Regular Session on January 22, 2019 at 7:00 p.m. in the Council Chambers. The following officers were present: Ned Beach, Mayor; Irl Tessendorf, City Administrator; and Teresa Studley, City Clerk. Doug Abele, Interim City Counselor, was absent.

NOTICE POSTED: Thursday, January 17, 2019 at 3:33 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE JANUARY 7, 2019 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

Ms. Dorman entered the meeting at 7:03 p.m.

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. Ayes: Carter, Venable, Dorman, Young, Bozarth, and Hurt. Total (6). Opposed: None. Total (0). Absent: Stock and Meadows. Total (2). Motion Carried.

UNFINISHED BUSINESS

None.

NEW BUSINESS

FIRST READING OF BILL NO. 2019-001 AMENDING CHAPTER 2 OF THE CODE OF GENERAL ORDINANCES REGARDING RESIDING REQUIREMENTS FOR ADVISORY BOARDS AND COMMITTEES

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

FIRST READING OF BILL NO. 2019-002 AMENDING CHAPTER 17 OF THE CODE OF GENERAL ORDINANCES REGARDING RESIDING REQUIREMENTS FOR THE HISTORIC PRESERVATION ADVISORY COMMISSION

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

FIRST READING OF BILL NO. 2019-003 AMENDING CHAPTER 18 OF THE CODE OF GENERAL ORDINANCES REGARDING RESIDING REQUIREMENTS FOR THE POLICE AFFAIRS ADVISORY COMMITTEE

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

FIRST READING OF BILL NO. 2019-004 AUTHORIZING AND APPROVING A LEASE RENEWAL AGREEMENT WITH BOONSLICK HEARTLAND YMCA

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

REPORTS OF STANDING COMMITTEES

PLANNING AND ZONING COMMISSION – JANUARY 8, 2019

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

HOUSING AUTHORITY – JANUARY 9, 2019

Mr. Carter advised that the meeting was a good meeting, and everything is going fine.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

- FY 2019-2020 Budget #2

Mr. Tessendorf directed everyone to the memo and information included in the Council packet, starting on page 40. Mr. Tessendorf explained that he was planning to discuss three items for the Fiscal Year 2019-20 Budget.

Sanitation/Solid Waste Fund (02) – Mr. Tessendorf explained to the Council that over the years, the city has been able to transform this fund. In years past, they have had to “bail out” this fund, at amounts as high as \$50,000 per year from the General Fund. However, the city has been able to work itself out of that situation to where the fund is self-supporting. Mr. Tessendorf explained that the fund covers two primary functions: Code Enforcement and Trash Collection. The Code Enforcement side of things is primarily weed letters, mowing right of ways, mowing of lots, etc. Mr. Tessendorf reminded the Council that Advanced Disposal is the contractor for the City’s trash pick-up. For this upcoming fiscal year, there is a 1.62% increase on the rates that the City of Boonville pays Advanced Disposal. Mr. Tessendorf reviewed the revenue sources for the Sanitation/Solid Waste Fund. Mr. Tessendorf reviewed the budgeted expenses that affect the fund, which was included in the council packet on page 44. Mr. Tessendorf explained that Workman’s Comp continues to be a challenge. He believes that rates will go up this upcoming year since our experience mod is likely to go up. Mr. Tessendorf inserted monies that he believes is realistic for the upcoming fiscal year and on an ongoing basis. Mr. Tessendorf informed the Council that the line items in the budget for the operating expenses have generally little or no change to them. Mr. Tessendorf advised that the funds is relatively stable at this time. He explained that this is lead by the annual rate increase, which will most likely be a fifty-cent increase on sanitation rates for the upcoming year. Currently sanitation rates are at \$17.00, with this increase, it will be a hair below a 3% increase; with Advanced Disposal receiving a little more than half of that increase.

Economic Development (05-02) – Ms. Kate Fjell, Assistant to City Administrator, briefed the Council on the upcoming budget for Economic Development, which is funded primarily through the CIP sales tax (which is voted on every 5-years) and supplemented with revenues from the use tax that was passed several years ago. Ms. Fjell directed the Council to the specific revenue totals included in the Council Packet on page 45. Ms. Fjell reviewed the budgeted expenses that affect the fund, which was included in the council packet on page 46. Ms. Fjell advised which employee positions are funded through this. This fund also assists in beautification for the downtown area. Ms. Fjell advised that the budgeted item, Economic Services, has been increased to \$15,000. Ms. Fjell explained that the IDA, Cooper County Commissioners, and City Officials have been trying to figure out the best and most effective way to move forward with Economic Development. In today’s environment, they are not sure that with running it through the IDA, is the most advantageous, given the way the state statutes are written and by trying to follow with what they are doing. Ms. Fjell quoted Dr. Jim Gann as saying that the Economic Development position is not a full-time position. Therefore, Ms. Fjell informed the Council that they “plugged” a number into that budgeted item so the City will

continue to support Economic Development at the same level as we had been supporting it when the City of Boonville had a contract with the University of Missouri. Ms. Fjell informed the Council that members of the IDA will be coming to the Council to talk with them regarding this.

Tourism (16) – Ms. Katie Gibson, Tourism Director, briefed the Council on the upcoming budget for Tourism, which is solely funded through the 5% hotel/motel bed tax. Ms. Gibson advised that the fund has been consistent throughout several years. Ms. Gibson informed the Council that there is more in-state travel, and more tourists taking “day trips”. Ms. Gibson directed the Council to the specific revenue totals included in the Council Packet on page 47. Ms. Gibson reviewed the budgeted expenses that affect the fund, which was included in the council packet on page 48. Ms. Gibson advised which employee positions are funded through this. Ms. Gibson stated that there are no big changes. She is continuing to improve the museum. Ms. Gibson has also been working on the beautification of the downtown area by adding lighting during the Christmas season and putting up new banners in the downtown area and depot district. Ms. Gibson informed the Council of the entities that will be receiving funding from the Boonville Tourism Commission Project Grant Funding. These entities have been included in the expenditures. Mayor Beach questioned the reasoning for reducing the Advertising expense for this budget compared to the 2017-18 budget. Ms. Gibson responded that they are doing less print advertising and more online advertising, which is significantly less expensive. Ms. Gibson advised that 78% of people that search for the City of Boonville on Google, are on their mobile devices. Ms. Gibson directed the Council to review the information regarding the statics of group travel coming to the Boonville area, which was included in the council packet.

MAYOR

- Information Regarding Suddenlink Correspondence

Mayor Beach directed the Council to a letter that was included in the council packet from Suddenlink regarding a rate increase. He wanted the Council and their constituents to be aware of the changes. There was brief discussion about the practices of Suddenlink; with how they are dealing with their customers regarding the returning of cable boxes and with the dropped lines across roadways that are not being buried. It was mentioned by several people that there are dropped lines (not buried) across the following streets: Alpine Drive, Grace Lane, Lakeside Drive, Weyland Road, and several wires out on Sportsman Road by duplexes.

Mayor Beach advised that there is a memo that has been included in the council packet regarding the budget. Mayor Beach stated that there are many pieces and parts that all become a part of the budget. He advised that there is some forethought into the budget process. To prepare for the extended future, there is discussion regarding future projects and the equipment needs for the city over the next few years. Mayor Beach gave the example of Chief Carmichael saving back funds for several years for a new fire truck, which has come to fruition. Mayor Beach wants the public to understand that the city is not just working for today, we are working for two, three, and five years out to get projects completed and funded.

CITY CLERK

Ms. Studley reported that the filing period for the April 2, 2019 Municipal election closed at 5pm on January 15, 2019. The following is a list of filed candidates and their respective wards: City Prosecuting Attorney – Brad Wooldridge, Ward 1 Councilman Seat – Michael Stock and Charissa Mayes, Ward 2 Councilman Seat – Vanessa Dorman, Ward 3 Councilman Seat – Whitney Venable, and Ward 4 Councilman Seat – Morris Carter. The ballot and any issues were required for final certification by today's date, January 22, 2019.

MISCELLANEOUS

Mr. Carter commended city staff for their hard work with snow removal. City staff did an outstanding job.

Mr. Carter wanted to remind the citizens that sidewalks need to be cleared of snow, to keep in compliance with City Ordinance. Mr. Carter commented that he has seen children going to school having to walk in the street because the sidewalks are not clear to walk. For the safety of our community, the sidewalks need to be cleared off.

ADJOURN

With no further discussion, Mr. Carter moved, and Mr. Bozarth seconded the motion to adjourn at 7:34 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Ned Beach, Mayor

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on February 4, 2019 the sum of **\$390,982.80**

General Fund	\$141,216.63
Sanitation	\$30,657.38
CIP Tax	\$17,338.41
Water Works	\$121,512.79
Capital Projects	\$0.00
Waste Water	\$28,577.16
Tourism	\$5,102.33
Gaming	\$33,588.76
Parks/Water	\$12,989.34

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 **\$390,982.80** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on February 4, 2019 read for the second time this 4th of February, 2019 since a copy was made available prior to the meeting.

Approved February 4, 2019 _____
Mayor

Endorsed February 4, 2019: 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 AUTHORIZING AND APPROVING A LEASE RENEWAL AGREEMENT BY AND BETWEEN THE CITY OF BOONVILLE AND THE BOONSLICK HEARTLAND YMCA, INC. FOR THE PURPOSES OF OPERATING A CHARTERED YMCA AND ASSOCIATED ACTIVITIES AT THE JOHNSTON FIELDHOUSE; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City of Boonville purchased the Kemper Military Academy and Campus at auction on April 4, 2003, including the Johnston Field House and Natatorium which was transferred under a 10-year agreement leasing the Field House and Natatorium to the YMCA until May 31, 2009 and the agreement was extended for a second time till 2019; and;

WHEREAS, the City of Boonville and YMCA have worked cooperatively in developing youth and adult programming as well as renovating the Field House and Natatorium to make full use of this facility and;

WHEREAS, the YMCA has a history of proactively fundraising and working with the public and community stakeholders to expand uses of the Field House that are beneficial to the community and to preserve the property as a historic landmark and catalyst for both recreational and employment opportunities; and

WHEREAS, the City of Boonville believes this arrangement to be a reasonable and fair method to effectively and efficiently use this property for the benefit of the City, its citizens and the YMCA organization.

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 the Johnston Field House Lease with all attached exhibits hereto set forth as **Exhibit “A”** to this ordinance and further authorizes the Mayor to execute said Lease.

SECTION 2: That the Lease Agreement, Section 2: Term shall be amended to extend the lease agreement for 3 years from the date of execution.

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

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed

FIRST READING: JANUARY 22, 2019

READ FOR THE SECOND TIME AND PASSED THIS 4TH DAY OF FEBRUARY, 2019, AFTER A COPY OF THIS ORDINANCE AND AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS PASSAGE.

PRESIDENT OF THE COUNCIL

APPROVED THIS FEBRUARY DAY OF 4TH, 2019.

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

JOHNSTON FIELD HOUSE FACILITY LEASE

This Lease, made and entered into as of the ____ day of February, 2019, by and between the City of Boonville, a Missouri Municipal Corporation, whose principal office is located at 401 Main Street, Boonville, Cooper County, Missouri, hereinafter called LESSOR, and Boonslick Heartland YMCA, Inc., a Missouri Not-For-Profit Corporation, whose principal place of business is located at 757 Third Street, Boonville, Cooper County, Missouri, hereinafter called LESSEE.

WITNESSETH:

1. **Premises**. That LESSOR, for and in consideration of the covenants, agreements, and conditions hereinafter mentioned to be kept and performed by LESSEE, has this date rented, demised and leased, and by these presents does DEMISE, LEASE and LET unto LESSEE, and LESSEE does rent the property at 757 Third Street, Boonville, Missouri, known as Johnston Field House and Natatorium, consisting of a large brick structure situated on approximately 1.3 acres, including parking and access areas located immediately south and west of said building structure, as more particularly described on Exhibit "A" hereto attached and incorporated by reference. It is further understood and agreed that a portion of the area to the south of the Natatorium currently used for YMCA customer parking is owned by the LESSEE (Lot 11, Porter's Addition and Lot 13 of Davis and Smith Addition to the City of Boonville, MO) and is not covered by the terms of this Lease Agreement, except as hereinafter expressly provided. It is further understood and agreed that this lease covers a portion of the LESSOR'S public park area (in addition to the 1.3 acres above-described), which is currently used by the LESSEE for various programs and activities, including, but not by way of limitation, baseball, football, soccer and day camps, These areas are generally shown and designated on Exhibit "B", hereto attached and incorporated by reference. The LESSEE will have the non-exclusive use of such areas designated on Exhibit "B," which will continue to be used as public park area, subject to any future site plans or redevelopment of the Kemper campus grounds and/or park areas.

The parties further agree, and hereby grant to one another, reciprocal, non-exclusive easements for ingress and egress to the property and facilities covered under

the terms of this lease over and across areas currently used for such ingress and egress (including parking lot and driveway areas generally or specifically mentioned in this lease), which areas are shown and designated on Exhibit "B," subject to future site plans or redevelopment of the Kemper campus grounds and/or park areas.

2. **Term.** **TO HAVE AND TO HOLD** for a term of three (3) years beginning as of the ____ day of February, 2019, and ending at midnight on the ____ day of February, 2022. It is expressly understood and agreed that the LESSEE shall pay the sum of Two and 00/100 (\$ 2.00) Dollars per year as rent for the leased premises, payable on or before the first Monday following the anniversary date of this Lease each year, beginning February ____, 2019, at the principal office address of the LESSOR as above set out, or at such other place or places as the LESSOR may designate in writing, for and during the entire term of said Lease.

3. **Additional Consideration.** As partial consideration for this Lease, it is expressly understood and agreed that the LESSEE has made, and in the future may make, capital improvements to the leased premises and will maintain and keep paid on a timely basis, the utilities used in connection with the operation of the premises, including, but not by way of limitation, water, electric and telephone services. As further consideration for this Lease, the LESSEE will continue to staff and run recreational and other programs for public participation in accordance with separate Contract for Services agreements with the LESSOR. As further consideration, the LESSEE will construct and maintain a Social Center on the premises for use in accordance with the LESSEE'S rules and regulations.

4. **Possession.** LESSOR agrees to deliver to LESSEE and LESSEE agrees to accept possession of the demised premises as of the date determined in paragraph number 2, above, with respect to the beginning of the lease term.

5. **Taxes.** It is understood and agreed that the parties to this Agreement are exempt from the payment of taxes either as a political subdivision or as an organization exempt under Section 501(c) of the Internal Revenue Code.

6. **Fire Insurance.** LESSOR shall provide at its expense and maintain in full force and effect during the term of this Lease, fire and casualty insurance coverage on the leased premises in the amount existing at the time of the execution of this Lease

under a standard broad form, All Risk policy of fire and casualty insurance. Provided, However, LESSEE agrees that in the event its occupancy and use of the premises results directly in any increase in premium for insurance against loss by fire on the premises hereby leased (excluding normal premium increases by the insurance company), then the LESSEE shall pay as an additional annual payment a sum equal to the actual increase in such premium. This provision shall apply to each year of the lease term. LESSOR shall give written notice of any such increase to the LESSEE on or before December 1 of the year in which said increase shall occur, or as soon thereafter as possible. LESSEE shall tender payment for such documented increase within ninety (90) days of such notice.

It is understood and agreed that to the extent the LESSEE shall desire insurance coverage to protect the LESSEE against loss to its personal property situated and maintained on the leased premises, such insurance shall be obtained by, and maintained at the sole cost of, the LESSEE.

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

- (a) For operating and maintaining a chartered YMCA facility and conducting all activities, programs and events incidental thereto;
- (b) For general office use by employees and staff of the LESSEE;
- (c) For any use reasonably similar to the uses described above in subparagraphs (a) and (b);
- (d) For group activities and limited rental activities (e.g., birthday parties, community and charitable fundraisers, etc.) approved in advance by the LESSEE'S Board of Directors or the Executive Director;
- (e) For emergency shelter purposes in times of natural or other disasters, and for other similar purposes, in cooperation with the LESSOR;
- (f) For any other reasonable use to which LESSOR and LESSEE shall mutually consent in advance and in writing.

8. **Supervision/Scheduling/Legal Purpose.** During its normal hours of operation, LESSEE expressly agrees to provide an adequate staff of qualified persons to oversee the general operation of the leased premises and shall be responsible for

supervising all activities, programs and special events which are conducted and sponsored by the LESSEE. In addition, the LESSEE shall be responsible for scheduling all activities at the leased premises during the term of this Lease. During its normal hours of operation, LESSEE expressly agrees to provide an adequate staff of qualified persons to oversee the general operation of the leased premises and shall be responsible for supervising all activities, programs and special events which are conducted and sponsored by the LESSEE. In addition, the LESSEE shall be responsible for scheduling all activities at the leased premises during the term of this Lease.

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

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

10. **Alterations, Repairs and Maintenance.** LESSEE, with the prior written consent of the LESSOR, may make such alterations, improvements and repairs to the interior and exterior of the demised premises necessary or convenient to conduct LESSEE'S business as will not be detrimental to the structure of said building, its continued recognition and inclusion on the National Register of Historic Places, or which would interfere with the operation of other adjacent property owned and operated by the LESSOR. ~~It is understood and agreed that this provision includes the Social Center, which is under construction at the time of this Agreement.~~ All such alterations and

improvements shall conform to federal, state and local rules and regulations, including the applicable provisions of the Americans with Disabilities Act, and shall be performed in a workmanlike and diligent manner.

LESSEE agrees to take good care of the leased premises and maintain in a clean and orderly fashion the interior thereof. In this regard, the LESSEE shall provide regular cleaning and specified interior maintenance for the leased premises. LESSEE further agrees to return the premises at the termination of this Lease in as good and clean condition as when received by LESSEE, usual wear and tear, destruction by fire, governmental authority, and providential destruction excepted.

LESSOR hereby agrees to keep the parking areas (including those areas south of the Natatorium which are owned by the LESSEE), sidewalks and approaches free from slush, ice, and snow. Provided, however, the LESSEE expressly agrees to maintain the sidewalk and main (Porter Street) entrance on the east side of the Natatorium free from slush, ice, and snow.

It is expressly understood and agreed that the LESSEE intends to make certain additional alterations and improvements in accordance with a long-term facility plan, which are generally described on Exhibit "C," hereto attached and incorporated by reference. Said alterations and improvements are expected to be completed as indicated on Exhibit "C", or within a reasonable time thereafter, subject to the prior consent provisions by the LESSOR as hereinabove set out.

It is expressly understood and agreed that upon expiration of the lease term the LESSEE shall have the right to remove at its expense, and without material damage to the structure, all business and general trade fixtures, personal property, machinery and equipment belonging to LESSEE, including, but not by way of limitation, office furniture and equipment, lockers, the cardio-wellness theater, weight room equipment, the dividing curtains in the gymnasium, and all video/surveillance equipment. All permanent alterations, additions, and improvements to the structure of the leased premises not otherwise specified herein shall remain on the premises and become the property of the LESSOR. All of such items subject to removal as contemplated in this paragraph may be removed by LESSEE prior to the end of this Lease. Failure of the LESSEE to remove such trade fixtures, personal property, machinery and equipment within 30 days

after the termination or expiration of the Lease shall be deemed an abandonment by the LESSEE of such property and the same shall thereafter become the sole and exclusive property of the LESSOR, subject to any liens, encumbrances, or creditors' rights which may exist with respect thereto. LESSEE shall make any and all necessary repairs caused by such removal and such repairs shall be completed in a timely and workmanlike manner.

LESSOR warrants that the roof, plumbing, electrical system, heating system, air conditioning system and furnace equipment which serve the leased premises, are in good working order, except as expressly disclosed to the LESSEE, and the LESSOR agrees to maintain the same in good working order and condition, provided, however, the LESSEE shall be responsible for routine maintenance items and minor repairs, as set out in Exhibit "D", hereto attached and incorporated by reference. It is understood and agreed that any items which the LESSEE agrees to install and which become a permanent part of the leased premises under the terms of this lease shall be installed so as to comply with the applicable building and other codes applicable to such items as mandated by the City of Boonville, Missouri. LESSEE further agrees that any such installations shall be made in such way so as not to jeopardize the recognition and inclusion of the leased premises on the National Register of Historic Places.

In the event LESSEE shall become obligated to make any repairs hereunder, it shall perform all such repairs in a workmanlike manner within a reasonable time, to the reasonable satisfaction of the LESSOR, and LESSOR shall in no event be liable therefor.

LESSEE shall be permitted to place one or more signs on the exterior of the building, or on the grounds immediately adjacent to the leased premises, provided that such sign(s) shall comply with all municipal ordinances and building codes for the City of Boonville, Missouri, and shall be in keeping with the structure of the leased premises, as determined by LESSOR. It is understood and agreed that the precise location of any exterior sign(s) shall be approved by the LESSOR prior to placement.

LESSEE shall not cause or permit any lien or encumbrance to be placed on the leased premises as a result of improvements, alterations, or other modifications to the leased premises which are undertaken by the LESSEE during the term of this Lease.

11. **Indemnity**. Subject to, and without waiving the LESSOR'S rights of sovereign immunity, each party to this Lease Agreement shall to the fullest extent permitted by law, indemnify and hold harmless the other party against all claims, losses, costs, expenses, damages, and liabilities arising from: 1) the negligence, willful misconduct or strict liability of such party or its agents, employees or contractors; or 2) any material breach by such party of any provision of this Agreement. Neither party shall be responsible or liable to the other for any claim, loss, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party.

LESSOR shall not be liable for any damage done to LESSEE'S personal property and equipment occasioned by or from plumbing, gas, water, steam or other pipes or sewerage or the bursting, leaking or running of any tank, wash-stand, water closet, waste pipe, or other container or receptacle in, above, upon, or about said building and premises, or other damage occasioned from or by water, snow, or ice being upon or coming through the roof or any sky light, trap door, or otherwise, or for any damage arising from the acts of LESSEE'S invitees, or of the owners or occupants of adjoining or contiguous property other than LESSOR.

LESSEE agrees to hold LESSOR harmless from any claim, damage, liability or expense in connection with, or arising from, any injury to any person or property on said demised premises, or on sidewalks or approaches immediately adjacent thereto, and from any liens for labor or materials, and LESSEE agrees that it will at all times during the term hereof, maintain and pay for property liability insurance in the amount of at least One Million and 00/100 (\$1,000,000.00) Dollars and general public liability insurance to afford protection to the limit of at least One Million and 00/100 (\$1,000,000.00) Dollars in respect to injury or death of any one person, and to the limit of at least Three Million and 00/100 (\$3,000,000.00) Dollars in respect to any one accident, which said policy or policies shall name LESSOR as an additional insured. The certificate(s) from the insurance company or companies issuing such insurance and naming LESSOR as an additional insured shall be delivered to LESSOR contemporaneously with the commencement of any operations on said premises by LESSEE. Said insurance shall be taken out with reputable insurance companies

acceptable to LESSOR and a copy of each annual renewal thereof, showing payment of the annual premium required to maintain such insurance in force, shall be provided to the LESSOR upon request during each year of the lease term.

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

13. **Subletting-Assignment.** LESSEE shall not sublet the premises or any part thereof, nor assign, transfer, pledge, mortgage, or encumber this Lease, without the prior written consent of LESSOR. Provided, however, it is understood and agreed that the prior consent provisions shall not apply to daily or short-term rentals (of a duration not to exceed 48 hours), such as birthday parties, exhibits or activities of community or charitable nature, which have customarily been allowed prior to the execution of this Lease Agreement.

In the event of any assignment or subletting, LESSEE agrees to continue to be bound to LESSOR for the payment of all amounts and the performance of all duties called for under the terms and provisions of this Lease as though such assignment or subletting had not occurred.

14. **Rights of Default/Termination.** If LESSEE fails to comply with the terms and conditions of this Lease Agreement, and shall remain in continuous default hereunder for thirty (30) days after receiving written notice of such noncompliance or default, except that if the cure of any such default or breach is prevented or delayed by fires, tornadoes, explosions, acts of God, or other such casualties, or by strikes, lockouts, injunctions, or any other things interfering with such matter, not under the reasonable control of LESSEE, then the time for curing such default shall be extended during such period of delay, but lack of money shall not be deemed a cause beyond LESSEE'S control, then LESSOR may immediately or at any time thereafter, while any such conditions of noncompliance or default continue, at LESSOR'S option and without further notice, re-enter and recover possession of the entire premises from all persons

and expel and remove LESSEE and those claiming under LESSEE and all their effects; and LESSOR may, at LESSOR'S option, without further notice, either terminate this Lease or, as agent of LESSEE, re-let or otherwise dispose of the premises or any part thereof to others in such manner and on such terms as LESSOR deems best; but in any such case, LESSEE shall be and remain obligated to pay LESSOR any damages which LESSOR may then or thereafter suffer to the full end of the original term. It is understood and agreed that LESSOR shall be required to use reasonable diligence to mitigate damages chargeable to the LESSEE in the event of default. LESSEE'S right to cure any default or breach hereunder may be exercised either by eliminating the default or breach, or by submitting a written plan within the aforesaid thirty (30) day cure period, which is satisfactory to the LESSOR, and which sets forth the manner and time period in which such default or breach will be cured.

LESSEE shall have the right to terminate this Lease upon thirty (30) days written notice in the event the LESSOR shall breach any of its obligations or warranties herein set out, or in the event the leased premises, or any portion thereof, shall become untenable. Provided, however, LESSOR shall have thirty (30) days following the receipt of such notice from the LESSEE to correct such breach, prior to any termination of the Lease by the LESSEE.

15. **Waiver**. Any failure or neglect of LESSOR or LESSEE at any time to declare a forfeiture of this Lease for any breach or default hereunder shall not be taken or considered as a waiver of the right to thereafter declare a forfeiture for other, or like, or succeeding defaults or breaches, as described in paragraph 14, above.

16. **Quiet Possession**. LESSOR covenants with LESSEE that said LESSEE, on performing the covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the premises for the full lease term. LESSOR hereby warrants to and covenants with LESSEE that it has good title to the leased premises and has actual authority to lease the same.

17. **LESSOR'S Right to Inspect Premises**. LESSOR and LESSOR'S agents shall have the right to enter the premises at all reasonable times when LESSEE'S staff is present to view, inspect, or show the same and to make such repairs and alterations as LESSOR may deem necessary or proper for the good of the premises or such

building, even though not obligated to do so; but any and all such repairs or alterations made by LESSOR shall be of such nature as not to materially interfere with LESSEE'S use of the premises and shall be made at such time, as nearly as reasonably possible, so as not to interfere with LESSEE'S business activities. Notwithstanding the foregoing provisions, it is expressly understood and agreed that if entry on or into said premises shall be necessary on account of an emergency, or permissible under the terms of this Lease, and LESSEE shall not be present to open the premises and grant access, LESSOR, or its duly authorized agents (including the Boonville Fire Department and the Boonville Police Department), may enter by use of a master key or may forcibly enter and LESSOR shall incur no liability therefor and such entry shall have no effect on this Lease.

18. **Surrender of Possession.** Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, LESSEE shall immediately surrender and deliver to LESSOR possession of the leased premises.

19. **Notices.** Except as otherwise expressly stated herein, all notices to be given hereunder by either party shall be in writing, and if notice is to LESSOR, it shall be sufficiently served by being mailed, postage prepaid, United States Certified Mail, return receipt requested, to LESSOR at 401 Main Street, Boonville, MO, 65233, or if notice is to LESSEE, it shall be sufficiently served by being mailed, postage prepaid, United States Certified Mail to LESSEE at 757 3rd Street, Boonville, Missouri. Either party hereto may from time to time by written notice to the other designate a different post office address in the United States to which such notices shall be sent.

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

21. **Right of First Refusal.** It is understood and agreed that the LESSOR, City of Boonville, has no plans to sell or otherwise dispose of the Johnston Field House facility or the 1.3 acre tract hereinabove described as the leased premises. However, notwithstanding any other provision contained in this paragraph 21, it is expressly understood and agreed that the right(s) of first

refusal granted herein shall not apply in the event LESSOR shall decide to sell, convey, or otherwise transfer the entire property/campus constituting what was formerly known as Kemper Military School and College, *including the leased premises*. As partial consideration for this Lease, and the improvements to the leased premises to be made by the LESSEE hereunder, it is expressly understood and agreed that in the event the LESSOR should elect to sell the leased premises (i.e., Johnston Field House and/or the area immediately south and west of, and adjacent to said Field House where parking and access to the leased premises is located, consisting approximately 1.3 acres in the aggregate, as mentioned in numbered paragraph 1, above, at some future date, and shall offer said property for sale to any person from and after the date hereof, and in the further event the LESSOR shall obtain a firm offer to purchase the property, then in such event the LESSEE shall have the right to buy such property, together with such easement or easements as may be necessary to provide LESSEE with reasonable access thereto, at the offered price and on the offered terms at the election of the LESSEE. Such election must be made, if at all, within thirty (30) days of receiving written notice from the LESSOR of the complete terms and provisions of such offer to purchase. Such notice to the LESSEE shall be mailed by certified mail, return receipt requested, to the LESSEE'S address at 757 3rd Street Boonville, MO, 65233, or at such other address as may be hereafter indicated by the LESSEE in writing to the LESSOR. Upon receipt of such certified notice from the LESSOR containing the complete terms and provisions of the purchase offer, the LESSEE shall have thirty (30) days to accept or reject such offer. Such acceptance shall be in writing and shall be mailed to the LESSOR by certified mail, return receipt requested, at 401 Main Street, Boonville, MO, 65233, or at such other address as may be hereafter indicated by the LESSOR in writing to the LESSEE. In the event the LESSEE shall fail to comply with the notice requirements herein set forth, the LESSOR may sell the property without further notice or obligation to the LESSEE after the expiration of said thirty (30) day notice period. For purposes of this paragraph, all notices shall be deemed to have been received by the receiving party forty-eight (48) hours after the time they are postmarked. With respect to the provisions of this paragraph, time shall be of the essence. The right of first refusal herein granted shall

be deemed to apply to the original LESSEE only and may not be assigned to any other party. This right of first refusal shall apply only to the LESSEE and shall not constitute a general covenant running with the land.

22. **Covenants Run with the Land**. Except as herein otherwise expressly stated, all covenants, conditions and agreements contained in this Lease Agreement shall run with the premises hereby leased and shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective and permitted successors and assigns. Each party represents that it is duly empowered to execute this Lease by authority of its Governing Body or its Board of Directors.

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

CITY OF BOONVILLE, MISSOURI

By: _____
Mayor

LESSOR

ATTEST:

City Clerk
Approved as to Form:

City Counselor

BOONSLICK HEARTLAND YMCA, INC.

By: _____
President, Board of Directors

LESSEE

ATTEST:

Secretary

EXHIBIT “A”

Legal Description of Leased Premises

The following six (6) pages of Exhibit “A” contain a legal description of the entire Kemper Military School campus prepared by Marshall Engineering & Surveying, Inc., on April 12, 2003, together with a breakdown of said legal description into six (6) separate descriptions for purposes of various purchase contracts and/or other agreements, which were also prepared by Marshall Engineers & Surveying, Inc., on February 10, 2003. Tract 2 describes the 1.3 acre (m/l) tract covering the leased premises in the foregoing Johnston Field House Facility Lease between the City of Boonville and the Boonslick Heartland YMCA, including Johnston Field House and the Natatorium:

" A "

DESCRIPTIONS OF SIX TRACTS
(out of the former Kemper Military School grounds)
FOR CONTRACTS OR PURCHASE AGREEMENTS

IN THE WEST CENTRAL PART OF BOONVILLE, MISSOURI, AND ALL
LOCATED IN SECTION 35, T49N, R17W, COOPER COUNTY, MISSOURI.

Tract 1: The campus buildings, maintenance facilities, dorms, barracks and offices, stable, armory, the lake with a strip of land, 100 feet or more wide along its west shore, and concrete box culvert drainage structure, along with enough open area for building expansion and/or a possible athletic field(s), containing approximately 15.7 acres. Included in this tract are the following platted lands: Lots 1, 2, 6 & 7, John Porter's Addition to Boonville, the vacated Porter Street right-of-way, 50 feet wide between said Lots, and a strip of land, 13 feet wide lying north of and abutting said Lots 1 & 6 and said vacated right-of-way; Block 3 of Houk's Addition to Boonville, also known as Allen Porter's Addition to Boonville; Lots 30 thru 35, Mack's Addition to Boonville, along with the possibility of the southern part of Lot 29 lying north of a line 122 feet south of and parallel with the south right-of-way line of Vine Street.

Also, the unplatted land lying west of and adjacent to the three aforementioned subdivisions, located in the northeast quarter of the southwest quarter, and in the southeast quarter of the northwest quarter of Section 35-49-17, Cooper County, Missouri. The west line of this tract is to be the northerly extension of the east right-of-way line of Shamrock Avenue from the north line of Shamrock Heights to the south right-of-way line of the former Missouri Pacific Railroad, and located approximately 700 feet west of the west right-of-way line of Third Street. The north line of this tract is the south right-of-way line of said RR and, also Vine Street. And the south line of this tract is bounded by the north line of Davis and Smith's Addition to Boonville.

Structures not included in this tract are the president's house (known as Hitch House) described as Tract #3, and the gymnasium and pool buildings described as Tract #2.

Tract 2: The gymnasium and pool buildings, and the parking area located immediately to the south, containing 1.3 acres, more or less, and being "all of Lots 3, 4, 8, 9, 10 & 12, (& perhaps 11), John Porter's Addition to Boonville; the vacated Porter Street right-of-way, 50 feet wide between said Lots 3 & 4 and 8 & 9, and the vacated Wyan Street right-of-way, 50 feet wide between said Lots 9 and 10." (Note: apparent ownership of Lot 11 is by another, but currently being used as parking area for these buildings.)

Tract 3: A 122' tract along Third Street by 204'± along Vine Street, containing the president's house and including most or all of Lot 29, Mack's Addition to Boonville, containing 0.57 acre, and being further



described as: "Beginning on the south right-of-way line of Vine Street in the City of Boonville, Missouri, 171.5 feet easterly along said right-of-way line, from the southerly extension of the east right-of-way line of Second Street; thence Southerly, on a line parallel with said east right-of-way line of Second Street, 122 feet; thence Easterly, on a line parallel with said south right-of-way line of Vine Street, to the west right-of-way line of Third Street; thence Northerly, along last said west right-of-way line, 122 feet to said south right-of-way line of Vine Street; thence Westerly, along last said right-of-way line, to the point of beginning." This tract is subject to an easement for a private alley, being the west 12 feet of said tract.

Tract 4: A mostly undeveloped part of the campus, containing approximately eight acres between the former Missouri Pacific Railroad right-of-way line on the north, and an asphalt path, 9 feet wide, on the south with Rupe Branch running diagonally thru the site from the pedestrian bridge to the northerly extension of the east right-of-way line of Shamrock Avenue. The west line of this tract is a line from the intersection of the pedestrian bridge over the center of Rupe Branch, to the south right-of-way line of the former Missouri Pacific Railroad at a point 200 feet northeasterly on a direct line from the northeast corner of the double tennis court. The east line of this tract is the northerly extension of the east right-of-way line of Shamrock Avenue, between the north line of Shamrock Heights and the south right-of-way line of said Railroad, and lying north of said asphalt path.

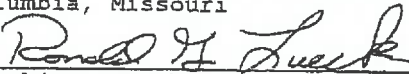
Tract 5: The south central part of the campus, including the triple tennis court and having street frontages on Walnut Street, Morton Street and the north end of Shamrock Avenue. This tract contains ten acres, more or less, and includes Lot 2 and Lots 11 thru 17, Westwood Addition to Boonville, along with the access stem, 100 feet wide, more or less, between the east boundary of Kemper Golf Club, Inc. and the west line of Westwood Addition to Boonville. The north line of this tract is an asphalt path, 9 feet wide, used for access to the athletic track between the pedestrian bridge and the northerly extension of the east right-of-way line of Shamrock Avenue; The east line of this tract is said northerly extension of the east right-of-way line of Shamrock Avenue, between the north line of Shamrock Heights and said asphalt path; The south line of this tract is Shamrock Heights.

and the north right-of-way line of Morton Street; and the southwest line of this tract is the boundary of Kemper Golf Club, Inc. This tract will grant an easement for road and utility purposes, 50 feet wide, from Walnut Street to Tract #6 and be generally located along the northeast part of said golf course property, along with an additional easement for road and utility purposes, 100 feet wide, from said easement to Tract #4 and be generally located along the west 100 feet of this tract.

Tract 6: The western part of the campus with the athletic track area, the four story press booth and the double tennis court, containing ten acres, more or less. This tract is bounded on the north by the old M-K-T Railroad right-of-way (now the Katy Trail State Park) and the south right-of-way line of the former Missouri Pacific Railroad; on the south by the boundary of Kemper Golf Club, Inc., being, generally, a drainage ditch flowing easterly from said railroad right-of-way; on the southeast by the center of Rupe Branch lying southwest of the pedestrian bridge; and on the east by a line from the intersection of the pedestrian bridge over the center of Rupe Branch, to the south right-of-way line of the former Missouri Pacific Railroad at a point 200 feet northeasterly on a direct line from the northeast corner of the double tennis court.

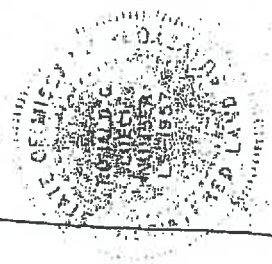
MARSHALL ENGINEERING & SURVEYING, Inc.
Columbia, Missouri

by:



Ronald G. Lueck

Professional Land Surveyor



FEBRUARY 10, 2003

EXHIBIT “B”

Special Designated Park Areas and Easement Areas

Exhibit “B” contains a composite map of the Kemper Military School campus and grounds, showing designated areas of specific use by the Lessee under the provisions of the foregoing Johnston Field House Facility Lease between the City of Boonville and the Boonslick Heartland YMCA.

-18-

28

The following improvements contained in this Schedule "C-1," have been previously completed, or are anticipated to be completed in accordance with the dates set forth below, or within a reasonable time thereafter. The aggregate cost of previous improvements, the party paying such costs, and the anticipated costs of future improvements (to the extent known) are also set out in this Exhibit.

Summary of Johnston Field House Renovations - 2004 to 2007

	YMCA		City	
	1999	\$323,649		
	2000	\$56,736	2003	\$3,000
	2001	\$10,356		
	2002	\$13,224		
	2003	\$9,975		
	2004		2004-05	
Aerobic Floor	\$524		Parking Lot Finished i.e. stripe, lights, handicap stall	
Plumbing	\$395		Final Drainage & Landscaping	
Wind Barrier	\$286		Panic Bars on Doors	
Pool Pump/Heater	\$1,998		Tuck Point N & W Field House	
HVAC	\$525		Electric Conversion	
Windows	\$154			Total \$171,885
Lighting	\$50			
Conference Room/Aerobics	\$4,656		2005-06	
Pool Bottom Deck	\$1,957		Nothing Major	
New Entry System	\$3,925			
Old Cardio Wall down	\$1,000		2006-07	
Machine Update	\$14,000		Windows Johnston Field House	
	Total	\$29,469	Stairwell Roof ADA Ramp	
2005				Total \$441,262
Mirrors added to Aerobics	\$1,370		2007-08	
Plumbing	\$2,684		Heating Gym	
Office Electrical	\$1,179		Painting/Roof/Ceiling Pool	
New Carpet	\$1,227		Recoating Pool Deck	
Locker Room Benches	\$1,542		Dehumidifiers for Pool	
Misc - Paint/Lumber	\$2,500			

Specialty Coating - Floor	\$12,250			Total	\$423,656
Vaughn Pool	\$800				
Equipment Purchase	\$12,000				
Concrete work - ramps	\$410				
	Total	\$35,962			
2006					
HVAC	\$7,014			Total	\$409,134
Gutters	\$20,000				
Equipment Purchase	\$14,000			Total over the six years	\$1,448,937
Misc - Paint/Lumber	\$2,000				
	Total	\$43,014			
2007					
Chairlift	\$5,545				
Misc - Plumbing, Lumber	\$4,965				
HVAC	\$604				
Flooring - Multipurpose	\$2,214				
Equipment Purchase	\$15,000				
Locks	\$225				
More Mirrors	\$1,122				
	Total	\$29,675			
2008					
HVAC	\$16,000				
Concrete Work	\$4,575				
Upstairs Bathroom Floors	\$1,185				
Renovate Pool Circulation	\$2,441				
Electrical Work	\$6,887				
Brady Construction	\$22,506				
Misc - Materials	\$9,053				
Flooring Social Center	\$7,500				
	Total	\$70,147			
Total over the ten years		\$622,207			

EXHIBIT "C-2"

Schedule of Potential Improvements

The following improvements contained in this Schedule "C-2," together with the estimated costs, have been discussed by the parties to the foregoing Johnston Field House Facility Lease between the City of Boonville and the Boonslick Heartland YMCA and may be completed at some time in the future, either jointly or severally, subject to need and available funding.

Potential Capital Improvements

Elevator	\$100,000	
Block Wall - Elevator	\$14,000	
Painting Gym	\$25,000	
New Flooring Cardio	\$20,000	
Drop Ceiling in Downstairs	\$50,000	
New Entry	\$55,000	
Indoor Tennis Court	\$15,000	
Convert E Locker Room to Beginning Fitness Room	\$40,000	
Wooden Floor for Aerobic Studio	\$15,000	
Surfacing/Maintenance of Parking Areas (including lots Owned by Lessee and used by public)	unknown	
	Total	\$334,000

EXHIBIT "D"

Items to be Maintained by Lessee

The Lessee under the foregoing Johnston Field House Facility Lease shall be responsible for the routine service, maintenance and minor repairs, up to a maximum of \$300.00 per incident, on the following items/systems:

1. HVAC systems, including filters and annual service calls;
2. Hot Water Heaters;
3. Lighting Fixtures and Bulb Replacements;
4. Climate Control and Dehumidification System in Pool Area;
5. Electrical Systems;
6. Plumbing Systems;
7. Mechanical Systems;
8. Environmental Systems.

~~In addition to the foregoing, the LESSEE shall be responsible for paying the cost of glass breakage to doors and windows on the leased premises up to a maximum aggregate value of \$500.00 per year.~~

Tourism Commission Minutes

December 18, 2018

Visitor Center, 100 E. Spring St.

Members Present: Julie Pasley, Paul Keller, Deb Jewett, and Leah Jonker

Absent Members: Kate Fjell, Gwen Coleman

Staff: Katie Gibson and Jade Danner

- I. Call to Order
 - The meeting was called to order promptly at 5:45 p.m.
- II. Public Comments
 - None
- III. New Business
 - a. November 2018 Financial Reports
 - Approved
 - b. FY 2019 – 20 Budget
 - Katie walked the group through the budget for the upcoming year.
 - The group approved said budget unanimously.
 - c. Missouri Life Advertising Proposal
 - Katie presented the commission with possible advertising.
 - Boonville to be highlighted in the Scenic Rides and Drives piece.
 - An additional 4 adds will be purchased and ran throughout the year.
 - Approved; Julie 1st, Deb 2nd, and Paul 3rd.
 - d. Grant Proposals
 - 1. Cooper County Historical Society
 - Library/Research Center subscription to Ancestry.com and Community Outreach
 - Asking \$815 // Commission approved \$400 which would cover Ancestry.com subscription. // Commission will help with the design and printing of the outreach pamphlets but will not be allocating a monetary contribution.
 - Approved; Paul 1st, Julie 2nd, Deb 3rd.
 - 2. Friends of Blackwater
 - May Fest and Fall Festival Funding
 - Asking \$1,000 // Commission denied the request.
 - As the competition for grants this year has been very steep, the commission had to be very strict when allocating funding. As this event would not directly impact Boonville Tourism with “heads in beds” the commission decided to help the Friends of Blackwater in other ways; like creating online adds and doing Facebook boost posting.
 - Leah 1st, Deb 2nd, and Julie 1st

3. Friends of Historic Boonville

- The 28th Annual Big Muddy Folk Festival Funding
 - Asking \$5,000 for programming cost and marketing efforts outside the 50-mile radius, with a concentration on TV advertising.
 - The commission voted to allocate \$3,000 to this festival.
 - Deb 1st, Paul 2nd, and Julie 3rd

4. Friends of Historic Boonville

- The 44th Annual Festival of the Arts Funding
 - Asking \$5,000 for programming cost and marketing efforts outside the 50-mile radius, with a concentration on TV advertising.
 - The commission voted to allocate \$3,000 to this festival.
 - Deb 1st, Julie 2nd, and Leah 3rd.

5. Boonslick Area Tourism Council

- Grant request for Website enhancement and addition of digital map so that people can GPS to the different sites along with some digital advertising.
 - Asking \$3,5000 // Commission approved for full amount.
 - All commission members thought this was a great idea and perpetuated heritage tourism.
 - 1st Leah, Julie 2nd, and 3rd Paul

6. Kemper Alumni Reunion / 175th Anniversary

- Asking for funding for the Alumni reunion; funding would go toward programming cost and marketing efforts outside the 50-mile radius, with a concentration on TV advertising. In addition, they also requested the City donate a statue of a Cadet for the campus and do a Missouri House of Representative Resolution and rededication of the campus.
 - Asking for \$7,500// Commission denied request
 - Commission members felt that

7. Boonville Soccer Academy Inc.

- Cleats and Beats: 3v3 soccer tournament and music festival
- This festival is designed to bring together soccer and music lovers. The group expects to bring in people from all over who will come for the soccer and stay for the music. Band will be local, if possible.
 - Asking for \$5,000 // Commission approved \$3,300
 - Coach Keller briefed the commission on the ins and outs; there will be between 16-18 brackets with 5 teams per bracket and 4 players per team. That's roughly 800 players that will be coming into town. Not to mention their families.
 - They have people signed up from IA, IL, KS, and NE
 - All members were excited about the new festival and was happy to see the soccer teams expand and grow!
 - Leah 1st, Julie 2nd, and Deb 3rd.

8. Babe Ruth League

- Babe Ruth Tournament is a 15-year-old State Tournament is to be held July 11-15, 2019 and are requesting funds to be used for fees, equipment, advertising, and printing.
 - Asking \$3,500 // Commission approved \$2,000
 - All members agreed that this was a great event to bring people to town.

- Approved 1st Deb, 2nd Paul, and 3rd Leah

9. Katy Bridge Coalition

- Spirits of the Katy Bridge Wine Walk; 3-day event
 - Asking for \$5,700 // Commission denied request.
 - Commission members asked that the Katy Bridge Coalition fill in some missing information – plan a little more, before requesting additional funds.
- e. With Leah's traveling schedule, she asked if it might be possible to move the commission meeting the third Tuesday of each month. Katie asked if anyone had any objections to that, and called for a vote. Approved 1st Paul 2nd Julie, all were in agreement. Katie then announced there would be no January meeting due to budget presentation to the city council and the next meeting would then be the third Tuesday in February at 2:30pm.

IV. Old Business

- None

V. Adjourn

- Meeting adjourned at 8:10 p.m.

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

January 30, 2019

6:30 p.m.

**City Services Building
1200 Locust Street
Boonville, Missouri**

The **Wednesday, January 30, 2019** meeting of the **STREET, ALLEY and SANITATION BOARD** has been cancelled of **lack of agenda items**. The next regularly scheduled meeting is **WEDNESDAY, FEBRUARY 27, 2019**.



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

December 2018

Submitted by Alliance Water Resources, Inc.

February 4, 2019

City Council Meeting

**OUR
MISSION**

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

**Alliance Water
Resources, Inc.**

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

(573)874-8080

December 2018

Administrative

- In the process of hiring a replacement Operator.

Treatment

- Normal operations and maintenance were performed this month.
- Krohn Tower overflowed. A solenoid valve failed and didn't allow the high service pump to shut off. New solenoid valve installed
- Turbidities rose on the river.
- Replaced tubing on polymer feed pump.
- New chlorine injectors are still working well.

Project Updates

- None.

Safety

- Safety meeting was on Hazardous Communication.
- Yearly fire extinguisher inspection completed

Regulatory

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

Concerns for the Month

- No news on the NPDES permit.
- Krohn tower overflow

Positives for the Month

- Plant is running well.
- No severe weather.

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

**Alliance Water
Resources, Inc.**

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

(573)874-8080

PHOTOS

Electric Solenoid Example





MO 78D-2208 (08-13)



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

PWS NAME City of Boonville		PWS ID MO 3010089	MONTH December
ADDRESS 901 Riviera Drive		TELEPHONE NUMBER WITH AREA CODE (660) 882-4021	YEAR 2018
CITY Boonville	ZIP CODE 65233	COUNTY Cooper	PLANT Main

SEE INSTRUCTIONS

DISTRIBUTION DISINFECTION

- Number of samples analyzed, A: 10
- Number of samples below 0.2 mg/L, B: 10
[(A-B)/A] x 100 = C: 100 % meeting minimum disinfection required.
- Avg. disinfectant residual for the month 3.01 mg/l

TURBIDITY

- Total number measurements taken monthly, A: 203
- Number of measurements below 0.3 NTU, B: 203
[B/A] x 100 = C: 100 % meeting turbidity requirements.

Date	Hours of operation	Finished water temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L) ☐ Free Chlorine ☒ Chloramines	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl ₂ or 1 mg/L chloramines	Value of turbidity measurements that exceed	
						1NTU	5 NTU
1	6.75	8	2.28	.07	X	X	X
2	6.25	7	2.69	.09	X	X	X
3	5.5	8	2.66	.07	X	X	X
4	6.75	6	2.64	.10	X	X	X
5	4.75	10	2.44	.12	X	X	X
6	6.25	8	2.41	.13	X	X	X
7	5.25	8	2.70	.11	X	X	X
8	5.5	9	2.88	.08	X	X	X
9	5.0	9	2.40	.08	X	X	X
10	6.25	10	2.37	.05	X	X	X
11	6.5	11	2.60	.06	X	X	X
12	6.25	8	2.60	.04	X	X	X
13	5.25	5	2.48	.04	X	X	X
14	5.5	6	1.89	.04	X	X	X
15	4.0	10	1.70	.03	X	X	X
16	4.5	8	1.02	.03	X	X	X
17	8.0	6	1.21	.04	X	X	X
18	6.25	6	1.88	.14	X	X	X
19	4.25	8	1.25	.05	X	X	X
20	6.5	6	1.74	.05	X	X	X
21	4.0	8	1.96	.04	X	X	X
22	5.0	8	2.71	.03	X	X	X
23	5.5	11	2.59	.03	X	X	X
24	5.75	8	2.68	.03	X	X	X
25	4.75	9	2.62	.03	X	X	X
26	4.75	10	2.72	.04	X	X	X
27	6.5	7	2.44	.06	X	X	X
28	5.0	6	1.84	.11	X	X	X
29	4.75	7	2.47	.05	X	X	X
30	5.0	6	2.57	.04	X	X	X
31	5.25	7	2.60	.04	X	X	X

NAME OF PERSON PREPARING REPORT Todd Baslee	SIGNATURE OF RESPONSIBLE OFFICIAL 	DATE 1/9/2019
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MO 780-1804 (07-18)

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

Please fill out information completely and legibly.

Distribution Disinfection

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

Turbidity:

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

Hours of operation:

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

Finished Water Temperature

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

Lowest Residual Disinfectant at Entrance to Distribution System:

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

Duration Residual Disinfectant Fell Below Requirement:

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

The Highest Turbidity Reading for the Day:

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

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

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

INDIVIDUAL FILTER MONITORING AND REPORTING

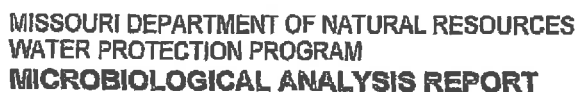
- 1 Was each filter continuously monitored for turbidity and results recorded every 15 minutes? Yes
- 2 Was there a failure of the continuous turbidity monitoring equipment? No
If yes on 2, was the equipment repaired within 5 working days or 14 days with department approval? N/A
If yes on 2, was grab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

FOLLOW-UP ACTIONS to PERFORM

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

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

MO 780-1604 (07-13)



MO 780-0438 (05-12)

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



PO Box 371 • Boonville, Missouri 65233

January 26, 2019

City of Boonville
401 Main Street
Boonville, MO 65233

Dear Boonville City Council Members:

On behalf of the board of Neighbors Helping Neighbors, I want to thank you for the \$5548.35 that we received from Local Agency Funding in February 2018. We truly appreciate your support in assisting families in the Boonslick community.

Sincerely,

A handwritten signature in blue ink that reads "Jeanne M. Pascale". The signature is written in a cursive style.

Jeanne M. Pascale



In 2013, Gov. Jay Nixon signed legislation reinstating the tax credits for donations to food pantries. Go to <http://dor.mo.gov/taxcredit/fpt.php> or call 573-526-8733 for more information.