CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
January 22, 2019
7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

I. Call to Order – Pledge and Prayer (Morris Carter)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the January 7, 2019 Council Meeting

V. Consent Items

a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) None.

VIII. New Business

A) First Reading of Bill No. 2019-001 Amending Chapter 2 of the Code of General Ordinances Regarding Residing Requirements for Advisory Boards and Committees
B) 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
C) 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
D) First Reading of Bill No. 2019-004 Authorizing and Approving a Lease Renewal Agreement with Boonslick Heartland YMCA

IX. Reports of Standing Committees

A) Planning and Zoning Commission – January 8, 2019 (Whitney Venable)
B) Housing Authority – January 9, 2019 (Morris Carter)

X. Reports of City Officials

City Administrator

- FY 2019-2020 Budget #2

Mayor

- Information Regarding Suddenlink Correspondence

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 PENING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville

City Council Meeting Minutes

January 7, 2019

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

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE DECEMBER 17, 2018 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

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

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2018-022 AUTHORIZING EXECUTION OF QUIT CLAIM DEED FOR "K" BARRACKS AT THE KEMPER CAMPUS

Ms. Fjell read, by title only, a copy of the bill. Mr. Carter moved, and Mr. Stock seconded a motion to approve the Ordinance. Ayes: Hurt, Carter, Venable, Dorman, Stock, Young, Meadows and Bozarth. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

SECOND READING OF BILL NO. 2018-023 REQUESTING VOLUNTARY ANNEXATION AND ZONING OF 3 TRACTS OF LAND LOCATED BETWEEN RANKIN MILL ROAD AND B HWY, ADJACENT TO COOPER COUNTY MEMORIAL HOSPITAL, CONSISTING OF 14.29 ACRES

Ms. Fjell read, by title only, a copy of the bill. Mr. Bozarth moved, and Ms. Meadows seconded a motion to approve the Ordinance. Ayes: Hurt, Carter, Venable, Dorman, Stock, Young, Meadows and Bozarth. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

SECOND READING OF BILL NO. 2018-024 REQUESTING VOLUNTARY ANNEXATION AND ZONING OF A TRACT OF LAND ADJACENT TO 2501 WEST ASHLEY ROAD, CONSISTING OF 3.1 ACRES

Ms. Fjell read, by title only, a copy of the bill. Mr. Carter moved, and Mr. Venable seconded a motion to approve the Ordinance. Ayes: Hurt, Carter, Venable, Dorman, Stock, Young, Meadows and Bozarth. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

SECOND READING OF BILL NO. 2018-025 APPROVING FINAL SITE PLAN FOR EXPANSION OF LOVE'S TRUCK STOP

Ms. Fjell read, by title only, a copy of the bill. Mr. Carter moved, and Mr. Bozarth seconded a motion to approve the Ordinance. Mr. Ed Schler, whose mother owns the property adjacent to Loves stated that Mr. Troy Culver, Love's Engineer, has assured them that they will fix several low water crossings to minimize erosion or damage to the property. Mr. Schler also asked that the City address the trash issue at Love's Travel Stop, since there is significant trash is blowing not only on the Schler property, but other adjacent properties as well. Mayor Beach stated that the trash issue was separate from the zoning and the approval of the site plan approval. Mr. Steve Hage, Building Inspector, reported that Scott Vogler, City Engineer, has reviewed and approved the stormwater calculations, which was the remaining outstanding item from Planning and Zoning. Ayes: Hurt, Carter, Venable, Dorman, Stock, Young, Meadows and Bozarth. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

SECOND READING OF BILL NO. 2018-026 APPROVING FINAL SITE PLAN FOR CONSTRUCTION OF COOPER COUNTY AMBULANCE DISTRICT

Ms. Fjell read, by title only, a copy of the bill. Mr. Carter moved, and Ms. Meadows seconded a motion to approve the Ordinance. Mr. Hurt noted that it was unfortunate that money was spent several years ago to build an ambulance shed and now the Ambulance District is building another new shed. Ayes: Hurt, Carter, Venable, Dorman, Stock, Young, Meadows and Bozarth. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

NEW BUSINESS

None.

REPORTS OF STANDING COMMITTEES

BOARD OF PUBLIC WORKS – DECEMBER 27, 2018

Ms. Meadows reported that the meeting was cancelled.

STREET, ALLEY, AND SANITATION BOARD – DECEMBER 26, 2018

Mr. Stock reported that the meeting was cancelled.

PARKS AND RECREATION BOARD – DECEMBER 18, 2018

Ms. Dorman stated that the board met and discussed the City pool and the progress on the soccer fields.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Mr. Tessendorf directed everyone to the memo and information included in the Council packet. He explained that he was planning to discuss several items that affected all budgets.

Health Insurance - Mr. Tessendorf reminded the Council that the City was self-insured and through the reinsurance process the City will have a 4.5% increase in costs over last year.

Electricity and Natural Gas - Mr. Tessendorf stated that the price of electricity and natural gas remain stable

Worker's Comp - Mr. Tessendorf stated that Worker's Comp will continue to be a challenge. He believes that rates will go up this year as since our experience mod is likely to go up. However, Mr. Tessendorf noted that he had planned for an increase last year that didn't become a reality; therefor, the budget numbers will stay the same and should accommodate any increase.

Lagers - Lagers is the City's retirement system and is well managed and our liabilities are very well funded. The general employee category has a 10% increase for this year.

Telephone - We have worked our way through the telephone bill with ATT, although it continues to be a challenge. Our internet will be changing over to Socket as we convert to fiber. This change is reflected in our budget numbers.

Maintenance Agreements - Mr. Tessendorf stated that this is one area of the budget which continues to creep upward. We have more maintenance agreements each year as we acquire new technology and equipment in our various departments. This budgetary item has grown significantly over the years and likely will continue to grow.

Property and Casualty Insurance - Mr. Tessendorf stated that we had just taken bids for insurance and the total amount is approximately the same as we paid last year; but saved $20,000 over the other bid. We will continue to fund a claims account for the next several years and perhaps we can accrue enough that we can look at other insurance options in future years.

Mr. Tessendorf then directed everyone to look at the actual revenue coming into the City for 2018. The sales tax consistently grows between 1-2% annually and that we will probably achieve that again. The Use Tax is unpredictable, and we have a much shorter history with this revenue. This current year, the revenue seems improved over last year, but Mr. Tessendorf stated that he is not sure what the norm looks like to make any predictions on future revenues.

Finally, Mr. Tessendorf directed everyone to the gaming revenues for 2018. He noted that they are down from last year and this has been the trend for several years.

MAYOR

- Committee Appointments

Mayor Beach advised that he had one committee appointment for the Airport Advisory Board, Marilyn Meine, that needed to be approved by the Council. Mr. Carter moved, and Mr. Bozarth seconded a motion to approve the appointment. Ayes: Hurt, Carter, Venable, Dorman, Stock, Young, Meadows and Bozarth. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

Mayor Beach also wanted to clarify any confusion about the funding of the soccer fields for the citizens. Mayor Beach stated that the school district did not pay for the soccer fields; that the soccer fields were paid for by the City of Boonville using funds from the Parks and Stormwater Sales Tax that the citizens passed approximately 5 years ago.

CITY CLERK

Ms. Fjell updated the Council on the latest election filings. As of today's, date, there have been two filings for the April 2, 2019 Election. That is Brad Wooldridge for City Prosecuting Attorney and Whitney Venable for Councilman seat in Ward 3. The upcoming

Election is for the 4 Council Seats located on the North side of the Chambers and for the office of City Prosecuting Attorney. All of which are for 2-year terms. The filing period for the election will close on January 15, 2019 at 5 P.M. Interested parties will complete a declaration of candidacy, pay a $25.00 filing fee with the City Clerk at City Hall located at 401 Main Street in Boonville, and have their city taxes paid and all user fees current on the last day to file.

Ms. Fjell reminded everyone that the next regular council meeting will be held on Tuesday, January 22nd due to the Martin Luther King, Jr. holiday.

MISCELLANEOUS

None.

ADJOURN

With no further discussion, Mr. Young moved, and Ms. Meadows seconded the motion to adjourn at 7:35 p.m. and the voice vote was unanimous.

Respectfully Submitted,

_____
Kate Fjell, Asst. to City Administrator

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 January 22, 2019 the sum of **$494,170.49**

General Fund	$262,135.13
Sanitation	$20,239.87
CIP Tax	$12,826.46
Water Works	$115,154.48
Capital Projects	$855.29
Waste Water	$53,612.25
Tourism	$3,440.11
Gaming	$10,037.50
Parks/Water	$15,869.40

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 **$494,170.49** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on January 22, 2019 read for the second time this 22nd of January, 2019 since a copy was made available prior to the meeting.

Approved January 22, 2019 _____
Mayor

Endorsed January 22, 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

8

BILL NO. 2019-001 **ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING CHAPTER 2, ARTICLE VII, SECTION 2-227 AND SECTION 2-230 OF THE BOONVILLE CODE OF GENERAL ORDINANCES; PROVIDING AN EFFECTIVE DATE THEREFOR AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, The City of Boonville adopted Article VII, Advisory Boards and Committees, Division 1 as Ordinance No. 2999 on April 1, 1991.

WHEREAS, In evaluating the ordinances pertaining to certain committee appointments, it was found that the residing requirements were limiting the appointees to reside in the City Limits of Boonville, and;

WHEREAS, The Mayor and the City Council are aware that these committees established not only provide for the citizens of the City of Boonville, but for the citizens of the County of Cooper, and;

WHEREAS, It is the intent of the Mayor and City Council to broaden the residing requirements of the Advisory Committees.

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

SECTION 1: To amend Chapter 2, Article VII, Section 2-227 Composition of the Code of General Ordinances of the City of Boonville, Missouri is amended to read as follows:

Section 2-227. Composition

Each advisory committee shall consist of five voting members who shall be citizens of the **County of Cooper**. One member of the city council shall be appointed to each committee and shall be nonvoting observer of the committee. A member of the city council shall not serve as a voting member of any advisory committee.

SECTION 2: To amend Chapter 2, Article VII, Section 2-230 Removal of Members of the Code of General Ordinances of the City of Boonville, Missouri is amended to read as follows:

Section 2-230. Removal of Members

(a) Any citizen or councilmanic member of an advisory committee may be removed at the request of the mayor with the concurrence of the city council for failure to attend three or more scheduled meetings without a reasonable excuse.
(b) Any citizen member of an advisory committee shall be disqualified as a member of such committee if he or she becomes a nonresident of the **County of Cooper**.

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 ON THIS 4TH DAY OF FEBRUARY 2019, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

_____
President of the Council

APPROVED THIS 4th DAY OF FEBRUARY 2019.

_____
Ned Beach, Mayor

ATTEST:

_____
Teresa Studley, City Clerk

BILL NO. 2019-002 **ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING CHAPTER 17, ARTICLE IV, SECTION 17-53 OF THE BOONVILLE CODE OF GENERAL ORDINANCES; PROVIDING AN EFFECTIVE DATE THEREFOR AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, The City of Boonville adopted Article IV, Historic Districts and Properties as Ordinance No. 3068 on July 6, 1992.

WHEREAS, In evaluating the ordinance pertaining to commission appointments, it was found that the residing requirements were limiting the appointees to reside in the City Limits of Boonville, and;

WHEREAS, The Mayor and the City Council are aware that the commission established not only provides for the citizens of the City of Boonville, but for the citizens of the County of Cooper, and;

WHEREAS, It is the intent of the Mayor and City Council to broaden the residing requirements of the Historic Preservation Advisory Commission.

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

SECTION 1: To amend Chapter 17, Article IV, Section 17-53 Composition of Historic Preservation Advisory Commission of the Code of General Ordinances of the City of Boonville, Missouri is amended to read as follows:

Section 17-53. Composition of Historic Preservation Advisory Commission

The Boonville Historic Preservation Advisory Commission (BHPAC) shall consist of seven members plus a representative of the Boonville City Council. All members shall be residents of the **County of Cooper**. To the extent available in the community, the BHPAC should include a majority of members who have an interest or experience in restoration, preservation, architecture, history, building trades, art, decorative arts, law or finance. Recommendations for the original BHPAC shall be presented by the historic preservation ordinance committee to the mayor and city council for approval. Vacancies shall be filled by recommendations from the BHPAC with approval of the mayor and consent of the city council. The city council representative shall be appointed by the mayor and shall be a non-voting member.

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: JANUARY 22, 2019

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

_____
President of the Council

APPROVED THIS 4th DAY OF FEBRUARY 2019.

_____
Ned Beach, Mayor

ATTEST:

_____
Teresa Studley, City Clerk

BILL NO. 2019-003 **ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING CHAPTER 18, SECTION 18-2 OF THE BOONVILLE CODE OF GENERAL ORDINANCES; PROVIDING AN EFFECTIVE DATE THEREFOR AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, The City of Boonville established a Police Affairs Advisory Committee (personnel board) with Ordinance No. 1717 on March 3, 1958.

WHEREAS, In evaluating the ordinance pertaining to members of the personnel board, it was found that the requirements were limiting the appointees to be qualified voters of the City of Boonville, and;

WHEREAS, The Mayor and the City Council are aware that the committee established not only provides for the citizens of the City of Boonville, but for the citizens of the County of Cooper, and;

WHEREAS, It is the intent of the Mayor and City Council to broaden the residing requirements of the Police Affairs Advisory Committee.

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

SECTION 1: To amend Chapter 18, Section 18-2 Personnel Board of the Code of General Ordinances of the City of Boonville, Missouri is amended to read as follows:

Section 18-2. Personnel Board

(a) The police affairs advisory committee shall also serve and advise the police department, when necessary, in the capacity of the police department personnel board, consisting of the police affairs advisory committee's five voting members. They shall be appointed by the mayor with advice and consent of the city council. All terms of the members of the personnel board shall be for two years.

(b) The board shall receive no compensation. The holding of office or an employment under the city, state or federal government, or other political subdivision shall not disqualify any person from being a member of the board. The members of the board shall be qualified voters of the **County of Cooper**. Any member of the personnel board may be removed by the mayor and a majority vote of the entire council for failure or inability to attend meetings of the board or for any good cause.

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: JANUARY 22, 2019

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

_____
President of the Council

APPROVED THIS 4th DAY OF FEBRUARY 2019.

_____
Ned Beach, Mayor

ATTEST:

_____
Teresa Studley, City Clerk

BILL NO. 2019-004 **ORDINANCE NO. _____**

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 untenantable. 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:

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

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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
Ronald G. Lueck
Professional Land Surveyor

FEBRUARY 10, 2003

EXHIBIT "B"

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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.

EXHIBIT "C-1"

Schedule of Previous and Anticipated Improvements

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		
Plumbing	$395		stall		
Wind Barrier	$286		Final Drainage & Landscaping		
Pool Pump/Heater	$1,998		Panic Bars on Doors		
HVAC	$525		Tuck Point N & W Field House		
Windows	$154		Electric Conversion		
Lighting	$50			Total	$171,885
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		
2005			ADA Ramp		
Mirrors added to Aerobics	$1,370			Total	$441,262
Plumbing	$2,684		2007-08		
Office Electrical	$1,179		Heating Gym		
New Carpet	$1,227		Painting/Roof/Ceiling Pool		
Locker Room Benches	$1,542		Recoating Pool Deck		
Misc - Paint/Lumber	$2,500		Dehumidifiers for Pool		

Specialty Coating - Floor	$12,250	
Vaughn Pool	$800	
Equipment Purchase	$12,000	
Concrete work - ramps	$410	
	Total	$35,962
2006		
HVAC	$7,014	
Gutters	$20,000	
Equipment Purchase	$14,000	
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

	Total	$423,656
2008-09		
Windows/Door Natatorium		
ADA Locker		
Rooms		
Roofs		
Gym Floor Repair		
	Total	$409,134
Total over the six years		$1,448,937

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.

Posted 1.7.19
9:20 AM
KMP

City of Boonville
Planning and Zoning Commission

Cancelled Meeting
January 8, 2019

The Tuesday, January 8, 2019 meeting of the Planning and Zoning Commission has been cancelled. The next scheduled meeting will be Tuesday, February 12, 2019.

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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 JANUARY 9, 2019

On the 9th January 2019 at 12:00 P.M. the Housing Authority Commissioners met for a regular meeting at 506 Powell Court, Boonville, MO 65233

1. **Roll Call:** A roll call of the following members were present;
Chairperson, John Linville Vice Chair, Marilyn Adkins Commissioner, Albert Turner
Commissioner, Charles Green Commissioner, Laura Holman Secretary, Robert Rorah
Guest: Stacey Pagliaro, Scotty Purvis Absent: Morris Carter

There being a quorum present Chairperson, John Linville called the meeting to order and asked if there is any pertinent information to discuss before the agenda is placed on the table, hearing none: All Commissioners Signed the Waiver and Consent to NO Regular Meeting or Special meeting in the Month of December 2018.

2. **Meeting Minutes:** Consideration was given, and discussion held on minutes of the November 14, 2018 Regular Board Meeting. John Linville made motion to approve the minutes. The motion was seconded by Marilyn Adkins. The motion passed.
3. **Bills and Communications:** The UMB Bank Balance for January 9, 2019 was $57,115.54. The Bank Reconciliation Statement from October and November 2018 along with the corresponding Operating Budget Trial Balance and Board Summary Reports were discussed and reviewed. Albert Turner requested a copy of the most recent financial statement be sent to him when a scheduled Board Meeting is cancelled. All Commissioners discussed and agreed.
4. **Report of the Secretary:** PIC Report from November 30, 2018 and December 31, 2018 were both at 100%. The Project Performance Reports for November and December were also distributed and discussed, Tenant Occupancy was at 100%.
5. **Unfinished Business:** a. PILOT Resolution No. 566: Discussion was held, and consideration was given on Pilot Payments breakdown for FYE June 30, 2018. All Commissioners present agreed to send payments as presented. John Linville made motion to approve Res. 566. Charles Green seconded the motion. The motion passed. b. Lead Base Paint Report: All test results came back negative for Lead Base Paint. c. Tree Trimming/Removal: Maintenance Supervisor, Scott Purvis reported all tree removal and trimming is complete and only stump grinding remains.
6. **New Business:** a. Flat Rents and Rents and Utility Allowances for 2019: All Commissioners present reviewed and agreed to approve the 2019 Flat Rents and Utility Allowances. Albert Turner made motion to approve. Marilyn Adkins second the motion. The motion passed. b. Election of Officers, Charles Green made motion to keep all officers the same for 2019. Laura Holman second the motion. The motion passed.
7. **Miscellaneous:** The following items were discussed and reviewed; Mr. Rorah distributed copies of the 2018 Act passed by the Missouri Legislature and signed by the Governor that covers Whistleblowing Rights for Public Employees to all Commissioners present. Albert Turner inquired about the 2018 NO Smoking Policy that went in affect last year at the Housing Authority.
8. **Adjournment** John Linville made motion to adjourn the meeting, Albert Turner second. Meeting adjourned.

CHAIRPERSON: _____ Date_____

SECRETARY: _____ Date_____

Date: January 15, 2019

To: Mayor and City Council

From: Irl Tessendorf, City Administrator

RE: Budget Work Session #2: 02-Sanitation/ Solid Waste, 05-02- Economic Development; and 16-Tourism

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During the Council meeting we will review three funds for the upcoming 19-20 fiscal year, as we continue our budget planning process. These three funds are relatively small and primarily have their own dedicated revenue source.

Sanitation/ Solid Waste Fund (02)

This fund has proven stable for the past couple years and we have managed to cease the annual losses which plagued the fund in the past. This fund covers two primary functions for the city: Code Enforcement and Trash Collection. The fund's revenue source is from the sanitation charge paid by citizens and businesses in the City. The bulk of this budget pays for our contract with Advanced Disposal, our contractor for collection and the transfer station. They are entitled to a COLA, which is 1.62% which increases our costs accordingly.

There was a slight increase in health insurance, salaries, and LAGERS which impact the fund.

On a positive note, we have tried for several years to increase available funding within the budget for small capital equipment. This year, we have managed to make available $20,000 which will be used to help pay for a truck.

Economic Development (05-02)

Economic Development is funded primarily through the CIP sales tax and supplemented with revenues from the use tax. This fund remains stable. Since Jim Gann's contract cancellation, the City, County and IDA have been working towards determining a new way forward for traditional economic development. We have put a slight increase in the Economic Services portion of the budget to aid in funding traditional economic development once a final structure is determined.

Tourism (16)

Tourism has had another successful year and the tax receipts have continued to increase. Tourism is solely funded with the 5% hotel/motel bed tax. With the soccer complex in full operation for this coming funding year, I hope to see continued growth in 19-20. The budget proposal is solid and will continue to develop the tourism hub.

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Advanced Disposal

December 14,2018

City of Boonville
Irl Tessendorf
401 Main St.
Boonville, MO 65233

RE: 2019 Price Increase

Dear Mr. Tessendorf:

This letter is a reminder that our records indicate that the annual increase for services in the City of Boonville will increase per the Bureau of Labor Statistics All Urban Consumers-Midwest Region by 1.62% (information enclosed) for the following services beginning in January 2019;

- Residential service per unit will increase from $13.77 to $13.99.
- All commercial services billed through the City of Boonville will also increase by 1.62%; the new rates for these services are enclosed and do not include any additional fees charged by the city.
- Trash and Demolition brought to the Transfer Station will increase from $50.60 to $51.40.
- Third Party rates will increase to the following (rounded up or down to the nearest tenth);

Trash	$51.40 per ton	100 lbs or under	$6.10
Demolition	$51.40 per ton	101 lbs to 500 lbs	$14.80
Asbestos	Not accepted	501 lbs to 999 lbs	$24.90

The City's Royalty rate will also increase to $2.54 per ton as required by the current agreement.

City Waste for the Transfer Station for Sludge/Sweepings will increase from $40.17 to $40.82 and MSW from $50.60 to $51.40.

The fuel surcharge baseline for the City is $3.60, the average cost of Diesel for the prior three months based on National Diesel prices is currently $2.725, there is no fuel surcharge due for the 1st Quarter of 2019.

Best Regards,

Daniel Buckley
General Manager

CC: Amber Burnam, Administrative Assistant at Advanced Disposal
Michelle Cook, Staff Accountant at Advanced Disposal
M.L. Cauthon, City of Boonville
Kim Gerlach, City of Boonville
Bernita Bright, City of Boonville

PO Box 247 Macon, MO 63552 Tel (660) 773-5200 Fax (660) 773-6690
AdvancedDisposal.com

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CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUUR0200SA0

Not Seasonally Adjusted
Series Title: All items in Midwest urban, all urban consumers, not seasonally adjusted
Area: Midwest
Item: All items
Base Period: 1982-84=100

Years: 2017 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2017	228.279	228.633	228.824	229.682	229.705	229.780	229.820	230.443	231.030	230.660	231.084	230.548	229.874	229.151	230.598
2018	232.028	232.512	232.931	233.913	235.065	235.455	235.346	235.276	235.524	235.680	234.292			233.651	

Current Month Available Data - Previous Period	3.7440	Index Point Change
IPC / Previous Period	0.01624	
Equals Percentage Change of	1.62	
Multiplier	1.0162	

	2018	2019
Residential Trash & Multi Unit	$ 13.77	$ 13.99

Commercial City Billed	1xpwk		2xpwk		3xpwk		4xpwk		5xpwk	
Advanced Disposal Rates	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**
Commercial HS (SAC)	$ 19.67	$ 20.89	$ 36.30	$ 36.89	$ 51.07	$ 54.24	$ 66.93	$ 71.08	$ 82.84	$ 87.98
1.0 cubic yard (no new sets)	$ 42.96	$ 45.62	$ 68.48	$ 69.59	$ 92.42	$ 98.15	$ 115.98	$ 123.17	$ 141.18	$ 149.93
1.5 cubic yard (no new sets)	$ 55.76	$ 59.22	$ 81.37	$ 82.69	$ 106.14	$ 112.72	$ 129.15	$ 137.16	$ 153.81	$ 163.35
2 cubic yard	$ 68.48	$ 72.73	$ 102.57	$ 104.23	$ 143.86	$ 152.78	$ 165.15	$ 175.39	$ 199.20	$ 211.55
3 cubic yard (no new sets)	$ 93.78	$ 99.59	$ 144.56	$ 146.90	$ 193.76	$ 205.77	$ 239.53	$ 254.38	$ 289.95	$ 307.93
4 cubic yard	$ 119.04	$ 126.42	$ 167.14	$ 169.85	$ 221.93	$ 235.69	$ 268.53	$ 285.18	$ 321.47	$ 341.40
6 cubic yard	$ 153.34	$ 162.85	$ 239.15	$ 243.02	$ 325.12	$ 345.28	$ 397.11	$ 421.73	$ 479.07	$ 508.77

City Waste Transfer Station	2018	2019
Sludge & Sweepings	$ 40.17	$ 40.82

Transfer Station	2018	2019	(rates rounded to the nearest tenth)
Trash (MSW)	$ 50.60	$ 51.40	
Demolition	$ 50.60	$ 51.40	
100lbs or under	$ 6.00	$ 6.10	
101lbs to 500lbs	$ 14.60	$ 14.80	
501lobs to 999lbs	$ 24.50	$ 24.90	

City Royalty Fee	2018	2019
	$ 2.49	$ 2.54

Fuel Surcharge Baseline	$3.60
National Diesel 1st Quarter 2019	$3.139
Fuel Surcharge Due 1st Quarter	**$0.00**

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	Sanitation Fund - 02	ACTUAL FY 2017-18	BUDGET FY 2018-19	ESTIMATED FY 2018-19	BUDGET FY 2019-20
6440	Miscellaneous		$2,500	$0	$2,000
6450	Interest		500	1,250	1,000
6701	Collection Fees		640,500	639,000	658,000
6711	Transfer Station Royalties		45,000	51,000	48,000
6850	Transfer From Other Funds				
	Total	$0	$688,500	$691,250	$709,000

FUND	FY 2019-2020 BUDGET			39
SANITATION	DEPARTMENT			
02-01	**COLLECTION/HEALTH**			
Code #		Actual FY 2017-18	Estimate FY 2018-19	Budget FY 2019-20
	PERSONAL SERVICES			
1000	Salaries	$63,070	$67,000	$69,000
1010	Overtime	6,454	7,000	5,350
1020	FICA	5,532	5,200	5,700
1030	Health Insurance	19,865	20,000	23,000
1060	Retirement (LAGERS)	5,056	6,600	7,600
1080	Workers Compensation	6,460	7,600	8,180
	Subtotal	$106,437	$113,400	$118,830
	NON-PERSONAL			
2010	Advertising	75	100	300
2020	Electric & Gas	1,395	2,000	3,500
2030	Postage/Permits	3,945	4,000	5,000
2040	Printing	15	100	150
2050	Telephone	1,310	1,250	1,300
2060	Operational Supplies	504	375	450
2070	Miscellaneous	1,550	2,800	3,000
2080	Safety Equipment	0	250	250
2090	Tires	1,127	1,550	1,200
2110	Motor Fuel/Lubrication	5,095	4,000	6,500
2160	Janitorial Supplies	121	225	200
2190	Clothing & Uniforms	395	350	500
2220	Chemicals	1,576	1,000	1,720
2230	Small Tools & Equipment	2,602	1,700	2,000
2340	Office Supplies	554	300	300
2400	First Aid/Drug Test	723	225	300
2410	Tire Repair	335	450	500
2460	Building/Grounds Maint.	890	1,500	1,800
2470	Auto/Machine Maint.	13,111	10,000	10,500
3030	General Insurance	3,300	3,300	3,300
3050	Audit Fees	500	800	800
3060	Professional Services	100	100	500
3120	Maintenance Agreement	0	0	0
3180	Claims	1,699	800	2,000
3190	Training & Education	0	0	100
3210	Other Contractual Services	499,192	485,000	520,000
3211	Transfer Station Fees	1,109	3,700	4,000
	Subtotal	$541,223	$525,875	$570,170
	CAPITAL OUTLAY			
4010	Machine/Auto Equipment	0	15,000	20,000
4020	Other Capital Outlay	0		
	Subtotal	0	15,000	20,000
	Grand Total	$647,660	$654,275	$709,000

		ACTUAL FY 2017-18	BUDGET FY 2018-19	ESTIMATED FY 2018-19	BUDGET FY 2019-20
	Capital Improv. Sales Tax Fund - 05				
6400	Half Cent Sales Tax	$689,093	$686,000	$689,000	$695,000
6405	Use tax	$15,000	$16,000	$16,000	$20,000
6440	Miscellaneous	2,468	$1,000	$1,000	$1,000
6450	Interest	$8,651	$3,500	$9,000	$9,000
6850	Transfer From Other Funds	0	$0	$0	$0
	Total	$715,212	$706,500	$715,000	$725,000

FUND		FY 2019-2020 BUDGET		44
CAPITAL SALES TAX		DEPARTMENT		
05-02		**ECONOMIC DEVELOPMENT**		
Code #	PERSONAL SERVICES	Actual FY 2017-18	Estimate FY 2018-19	Budget FY 2019-20
1000	Salaries	$111,650	$115,000	$123,000
1010	Overtime	$1,178	$3,000	$4,000
1020	FICA	8,553	9,300	9,800
1030	Health Insurance	21,050	21,500	22,500
1060	Retirement (LAGERS)	9,764	11,800	12,700
1080	Workmen's Comp. Ins.	2,370	3,500	3,500
	Subtotal	$154,565	$164,100	$175,500
	NON-PERSONAL			
2010	Advertising	1,885	1,500	2,000
2020	Electricity/Gas	513	600	750
2030	Postage & Permits	20	100	150
2040	Printing	0	115	200
2050	Telephone	390	500	750
2070	Miscellaneous	277	0	100
2340	Office Supplies	395	800	1,000
2420	Special Events	928	500	600
2490	Other Equipment Maint.	290	0	300
3020	Dues & Publications	2,496	2,800	3,000
3030	General Insurance	0	0	0
3050	Audit Fees	200	400	400
3060	Professional Services	1,575	1,000	2,000
3150	Meetings & Conferences	946	600	700
3190	Training & Education	50	0	150
3210	Other Contractual Services	250	500	1,000
3211	Economic Services	6,433	1,200	15,000
	Subtotal	$16,648	$10,615	$28,100
	CAPITAL OUTLAY			
4040	Office Equipment			
	Subtotal	0	0	0
	Grand Total	$171,213	$174,715	$203,600

		ACTUAL FY 2017-18	BUDGET FY 2018-19	ESTIMATED FY 2018-19	BUDGET FY 2019-20
	Tourism Tax -16				
6453	Interest	$0	$0	$900	$500
6440	Tourism Tax	227,232	225,000	235,000	232,000
6442	Sale of Merchandise	19,738	10,500	10,500	10,000
6540	Admittance Fees	17,309	6,000	11,000	10,000
6643	Rentals	5,517	4,000	3,500	4,000
6850	Transfer From Other Funds		0		
	Total	$269,796	$245,500	$260,900	$256,500

FUND	FY 2019-2020 BUDGET			64
TOURISM TAX	DEPARTMENT			
16-01	**TOURISM TAX**			
		Actual FY 2017-18	Estimate FY 2018-19	Budget FY 2019-20
Code #	PERSONAL			
1000	Salaries	$66,585	$67,000	$72,500
1020	FICA	5,094	5,000	5,600
1030	Health Insurance	0	5,200	5,800
1060	Lagers	4,020	5,000	5,200
1080	Workman's Comp	75	600	600
	Total	$75,774	$82,800	$89,700
	EXPENDITURES			
2010	Advertising	57,061	47,000	48,000
2020	Electricity & Gas	6,198	5,000	7,000
2030	Postage	646	200	250
2040	Printing	2,105	4,400	4,500
2050	Telephone	2,299	2,700	3,000
2070	Miscellaneous	3,807	500	750
2160	Janitorial Supplies	498	500	700
2230	Small Tools and Equipment	0	0	100
2330	Food/Subsistence	75	300	500
2340	Office Supplies	1,341	5,000	2,500
2400	First Aid/Medical	0	50	50
2420	Special Events-Projects	34,586	18,000	20,000
2460	Building/Grounds Maintenance	7,345	7,200	9,500
3020	Dues & Publications	1,466	700	1,000
3060	Professional Services	3,868	2,000	3,500
3150	Meetings & Conferences	1,572	2,300	2,500
3160	Store Mechandise	8,515	7,500	7,400
3210	Other Contractual Services	10,325	2,500	20,000
3225	Friends- Big Muddy Folk Festival	2,500	2,500	3,000
3227	Friends - Festival of the Arts	2,500	2,500	3,000
3229	Friends of Blackwater			0
3237	Babe Ruth - State Tournament	2,000	2,000	2,000
3253	Pedaler's Jamboree/Cooper Co Historical Society	0	0	400
3259	Katy Bridge Wine Walk	0	300	0
3258	Grant Funds-Unencumbered	0	4,200	4,800
3260	Other Projects	10,000	15,000	9,350
3261	Eagles- Beer Garden	0	0	0
3257	Futsul Soccer	3,000	0	0
3262	Boonslick YMCA	0	3,000	3,000
3070	Landscaping	8,478	10,000	10,000
	Total	$245,959	$228,150	$256,500

BOONVILLE TOURISM

2018 Tour Summation Report

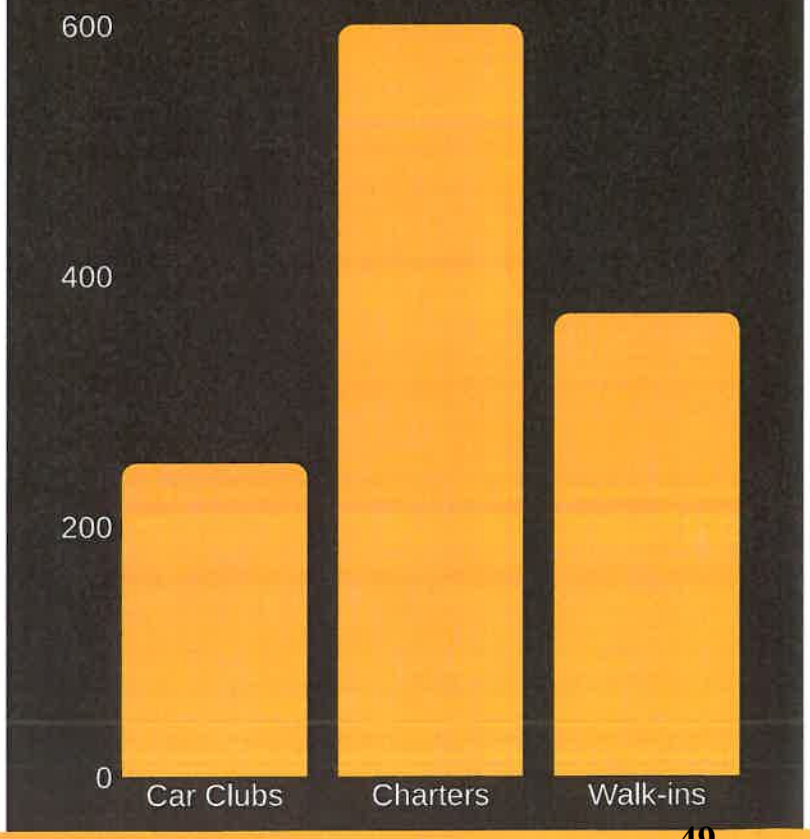
BOONVILLE LOVES BUS GROUPS

Written by Jade Danner

2018 was filled with so many events and activities in Boonville, but one thing that constantly kept us on our toes were the many bus groups that came through town! We worked with General Charters, Corporate Coach Services, Car Clubs, and private, individual groups.

WHO IS TAKING OUR TOURS?

The graph below is based on our tour records for 2018



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Group Travel Breakdown

We had visitors from almost all 50 states! Here are the states that we saw the most visitors from:

- Missouri
- Kansas
- Oklahoma
- Texas
- Arkansas
- Iowa
- Tennessee
- Florida
- California
- North Dakota
- Montana
- New York
- Illinois
- Kentucky
- Louisiana

Guest Review

tripadvisor

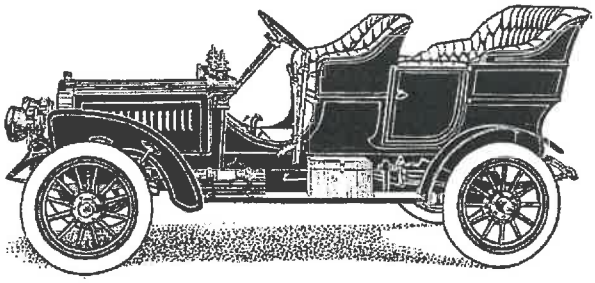
Visit Boonville and get surprised. Lots of history for such a small town. The Visitor Center and River, Rails and Trails Museum is a must see. There you will be able to access a plethora of information regarding where to go, where to stay, and what to see while you are here!

- Reviewed by JimBobMissouri, Aug 7, 2018

We also worked with over 28 tour Cooperate Coach Services including:

- Endless Opportunities
- Gold Wing Road Riders
- Village Tours x 4
- Landmark Bank x 2
- Central Bank of Boone x 3 County Coach
- R & J Tours x 3
- Faust Tours x2

Our bread and butter...



Car Clubs! That's right! Car clubs make up a large percentage of tours at the Mitchell Motocar Museum.

This year were were honored to guide over 20 car clubs from all over the United States through Lewis's amazing collection!

Here are just a few of the Car Clubs that we worked with this year:

- Rod-Tiques Car Club - KC
- Model T Car Club - Oklahoma
- Plymouth Car Club - Tenseness
- Mid - Mo Corvette Club
- VMCCA Car Club - Illinois
- Ozark Ridge Runners
- Northwest Model A Ford Club - Missouri
- Jefferson City MMOC Club
- Fulton Model A Club

Guest Review

tripadvisor

"Our group of 49 people thoroughly enjoyed our tour of the Mitchell cars. We were given a very informative tour by Jade and were allowed to browse on our own and ask questions. The entire museum was immaculate and so well done. We allowed an hour for the tour which was adequate except for the "real car enthusiasts" who would have appreciated more time. Lewis Miller, staff, and volunteers were extremely helpful in answering all questions. Thanks so much for making this museum a fun stop for us." - Linda Gallagher, Faust Tour

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VIA FIRST CLASS MAIL

January 1, 2019

Ned Beach
Mayor
401 Main Street
Boonville, MO 65233

Dear Mr. Beach:

Altice USA, Inc. ("Altice USA" or "the Company") hereby notifies your office that effective February 1, 2019, there will be changes to the programming lineup and some monthly service fees and surcharges for certain new and existing residential customers. The programming changes are being made to enhance the content available to Suddenlink customers, and the pricing changes are being made to align customer rates, but more directly reflect the rising cost of programing and our significant investment in our network. Suddenlink pricing is competitive when compared with other providers, and the Company continues to offer a wide array of products to meet all consumer needs.

To limit the impact of the revised pricing, some customers who are impacted by several of these changes will see a special credit on their bill to cap their increase at a lower rate.

Music Choice: Effective 1/1/19, the Music Choice suite of audio channels (850-899) will no longer be available to residential and commercial customers. We are upgrading our music service to Stingray, which will offer our customers an enhanced musical experience. We intend to launch this service by the time our contract with Music Choice concludes, resulting in minimal disruption to our customers.

Limited Basic Tier: Customers currently pay a monthly rate between $12.31 and $39.24 for Limited Basic. To align limited basic tier rates, customers will now pay $34.99, resulting in a savings for select customers.

Expanded Basic Tier: Customers currently pay a monthly rate between $20.50 and $55.65 for Expanded Basic. To align limited basic tier rates, customers will now pay $50.00, resulting in a savings for select customers.

Set-Top Box: Residential customers currently pay $10.00 per month to receive a set top box. This rate will increase to $11.00 a month.

Broadcast Surcharge: Limited Basic and above customers currently pay a $10.00 monthly "Broadcast Station Surcharge" to partially offset the high costs that broadcasters charge Suddenlink to carry their programming. This rate will increase to $11.00.

JAN - 7 2019

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Customers are being notified at least 30 days in advance of the total increase in their bill through bill messages or inserts. In addition, current rate information is available on our website at www.suddenlink.net

Should you have any questions, please do not hesitate to contact me at 417-731-4011 or by email at darren.bouma@suddenlink.com

Sincerely,

Darren Bouma
Director of Operations

RECEIVED
JAN - 7 2019

Public Works Monthly Report
December 2018

WWTP:
Total flow processed - 35,470,000 gallons
Average daily flow - 1,144,000 gallons
Sludge disposed - 88.35 tons
Remarks:

WTP:
Gallons pumped from river - 31,568,000 gallons
Gallons pumped to customer - 33,065,000 gallons
Remarks:

Water Distribution / Sewer Collection:
Installed or renewed water service - 0
Remarks - Repaired leak in 8" water main in the 1200 block of 4th Street; repaired hole in 8" sewer main in 1200 block of 4th Street; continued installation of new meters and radio units for roll-out of new automated meter reading system; assisted with Animal Shelter construction; routine sewer line jetting.

Street Department:
Continued at animal shelter building construction; assisted with repair of water and sewer mains in 1200 block of 4th Street; continued fall street sweeping; repaired and serviced equipment; repaired street cuts; patched pot holes.

Central Garage:
Vehicles serviced and inspected -5
Vehicle and equipment repairs - 24
Remarks: Supervised street crew in absence of street foreman; Supervised pot hole patching, street sweeping, and street cut repair.

Weather (recorded at City Services Bldg.):
Average Temperature - 36.9° F
High Temperature - 60.7° F, Dec 27
Low Temperature - 15.3° F, Dec 10
Total Rain - 3.91"
Maximum Rain - 1.72", Dec 31

Project Status:

1. WWTP Flow Equalization Basin. Contractor; Lehman Construction. Contractor on site.
2. Rice / Mueller Stormwater Improvements. Contractor; Earthworks Excavation. Project substantially complete. Contractor to return when weather is conducive to seeding.

MEMORANDUM

DATE: December 10, 2018

TO: City Council

FROM: Ned Beach

SUBJECT: Budget, Etc.

Our job as a small city government is simple: We are expected to provide protection from evil (police/fire/building codes and personal/real property protection laws) and the necessary infrastructure (streets/sewer/water/traffic control/ sidewalks) so all our citizens have the necessary support to freely survive, succeed, worship, and find happiness.

This statement captures what I believe to be our job as a City government and Council. These are the basic, fundamental responsibilities. We are often called on to do many other things and we often undertake these other things. We will probably continue to do so. But we should continue to give full attention to the "basics".

At my request, Kate and Irl have formulated a list of things for discussion. These are varied in that they may involve the "basics", new projects and ideas, evolving areas of focus, and differing ways of advancing our community which has had its share of challenges over the last several years.

The question is what orientation and what actions seem appropriate presently within the confines of financial reality. So I would like to embark on a discussion of many ideas and avenues which we might pursue over the next few years.

These ideas, thoughts, and plans are to further the great work that has already been accomplished by our predecessors. We respect our predecessors because the challenges were larger, often societal in nature which make a meaningful response from a small city difficult at best. Therein lies the challenge for us to pursue.

Our budget season is approaching. Several of our discussion points may be intermingled with that work. Again, we must stay financially disciplined by operating as efficiently as possible and focusing any dollars available on things which represent our highest priorities.

Our Operating Budget is challenged since our revenue basis is limited and stagnant. Gaming funds provide most of our Capital Expenditures and Special Projects. But it has shown consistent modest declines in recent years. Recall, Gaming also supports the General Fund Operations with an annual transfer of $680,000.

Water, Sanitation, and Wastewater are in satisfactory conditions and have absorbed more of their Capital needs financially. Federal and State Mandates continue to be a problem.

The Parks (and Stormwater) Sales Tax has enabled us to do the Soccer Project. The work is 90% done, but some debt remains to be paid down over the next few years. Thus there is little opportunity presently for a new venture with this money.

So overall it is a time to talk, plan, economize, and in some instances refocus our orientation and actions as we position ourselves for the next several years.

One of my things that I would like to discuss involves firming up, then implementing our efforts and orientation outside of the "basics". How do we go about advancing ourselves as a place to live and work?

In the past, this has been through economic development which took the form of Industrial Development and the pursuit of new companies to come to Boonville to create good jobs. This is a very challenging task – in many ways – with Caterpillar being the most recent significant success – quite a number of years ago. More recently, any successes have been small. Make no mistake, many people have worked very hard on this, but again, it is very difficult, the competition is tough and larger forces also make the challenge greater such as globalization and moving manufacturing jobs to other countries.

We should be open to the traditional IDA Organization while being open to a changing model to meet the changing business environment.

In recent years here and many other places, this orientation has began to change. In our case, it was the passage of the Bed Tax and the development of that thrust of encouraging tourism. (The Isle also demonstrates this). We have advanced quite a lot in this context but it takes a lot of visitors to make a significant economic impact. Further, the small business infrastructure must be present to take advantage of the visitors. This matter is somewhat the "chicken or egg" situation.

More recently our Soccer Park Venture represents this same approach. While optimistic, the payoff of this venture remains in the future. The tourism focus has matured into a "City" focus and thrust.

These recent actions here and in many other locations seem to represent an evolution to a more Community Development model and away from (but not abandonment) the industrial development model. In other words, economic development need not be defended as industrial development.

Community Development attempts to make the community better by: 1) providing good basic services; and 2) developing, improving and advancing the amenities and features of the community. The goal being improving the attractiveness of the community so that over time ***more people want to live, work, and conduct business in our town.***

Our recent discussion as a community involving the "Housing Initiative" can represent this kind of approach.

After much thought, I have concluded that this so-called "Community Development" model is appropriate for us now. It is more under our control and we can make small steps of advancement rather than waiting for a larger company to pick Boonville over a larger number of competing (heavily subsidized) offers. Funding for small steps and projects may also be more realistically garnered.

As I said, we won't abandon the Industrial Development trac, but through the IDA and others, we will greatly expand our view and actions. This may engender a need to restructure how we pursue these various approaches through the IDA, City, etc. within this new larger umbrella.

Obviously, I think the City, Tourism, and some community members are already moving in this direction. But I think it important to articulate this and thus let it consciously guide our future decisions and actions. We should keep a hand in the traditional industrial development but it can no longer be relied upon to solely yield us prosperity.

A list of things for discussion is attached. Most are related to the foregoing comments. Some may be worthy of discussion on their own.

I thank you for your time and thoughts on these matters as well as your service on the Council.

Ned

5 year Planning- Strategic Meeting Notes:

- It was suggested that once completed this document might be useful to share with all of Boonville, so they are aware of the projects the City has prioritized
- The general emphasis for Boonville in the coming years is Community Development
    - Community Development is seen in the City's proposed plans to turn Kemper into a true multi-generational family place. This community/ family park is crucial to Kemper's growth and success
    - Housing growth can only be achieved when we continue to focus on community development and providing amenities/ opportunities that make Boonville a great place to live
    - There is private development occurring near Kemper that will also enhance the livability of the community
- The Golf Course is an important amenity in our community and its condition was significantly more degraded than we initially thought. The City will continue to prioritize investing in the infrastructure of the golf course for 5+ years to try and bring it back to a condition and shape that we can be proud of
- The internal construction model has been successful for the City and savings have enabled us to do more projects. Our crews have done a good job, however we are limited by our staffing numbers. We also likely need to improve upon our ability to do both "routine" work while also the project work
- Several of the smaller projects (i.e. Cliff Drive, 2nd Street corridor, Landscaping, Tree Planting, etc) fit into our community development plans.

Projects we left off our memo/ Corrections

1. Airport Terminal
2. 2nd Street Corridor
3. Storage building at soccer field
4. Change "City counselor" ordinance to "city attorney"

Additional potential other projects/ challenges

1. Rocheport Bridge repair scheduled for summer 2020 (7 month, one lane each way bridge rebuild)

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Missouri Gaming Commission
State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 12/1/2018 through 12/31/2018

Year beginning 12/1/2018

Gaming Date	Day	Admission Tax Remitted	GamingTax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
12/01/2018	Saturday	$12,102.00	$58,260.59	$70,362.59	$6,051.00	$52,434.53	$5,826.06	$11,877.06
12/02/2018	Sunday	$7,062.00	$37,886.62	$44,948.62	$3,531.00	$34,097.96	$3,788.66	$7,319.66
12/03/2018	Monday	$4,580.00	$25,633.78	$30,213.78	$2,290.00	$23,070.40	$2,563.38	$4,853.38
12/04/2018	Tuesday	$4,506.00	$22,425.07	$26,931.07	$2,253.00	$20,182.56	$2,242.51	$4,495.51
12/05/2018	Wednesday	$5,430.00	$36,189.02	$41,619.02	$2,715.00	$32,570.12	$3,618.90	$6,333.90
12/06/2018	Thursday	$4,906.00	$25,281.90	$30,187.90	$2,453.00	$22,753.71	$2,528.19	$4,981.19
12/07/2018	Friday	$9,372.00	$53,129.41	$62,501.41	$4,686.00	$47,816.47	$5,312.94	$9,998.94
12/08/2018	Saturday	$13,188.00	$72,936.20	$86,124.20	$6,594.00	$65,642.58	$7,293.62	$13,887.62
12/09/2018	Sunday	$7,134.00	$36,007.83	$43,141.83	$3,567.00	$32,407.05	$3,600.78	$7,167.78
12/10/2018	Monday	$3,606.00	$23,313.47	$26,919.47	$1,803.00	$20,982.12	$2,331.35	$4,134.35
12/11/2018	Tuesday	$4,946.00	$26,086.72	$31,032.72	$2,473.00	$23,478.05	$2,608.67	$5,081.67
12/12/2018	Wednesday	$5,648.00	$30,127.37	$35,775.37	$2,824.00	$27,114.63	$3,012.74	$5,836.74
12/13/2018	Thursday	$6,612.00	$29,005.02	$35,617.02	$3,306.00	$26,104.52	$2,900.50	$6,206.50
12/14/2018	Friday	$9,562.00	$53,368.12	$62,930.12	$4,781.00	$48,031.31	$5,336.81	$10,117.81
12/15/2018	Saturday	$12,686.00	$68,357.79	$81,043.79	$6,343.00	$61,522.01	$6,835.78	$13,178.78
12/16/2018	Sunday	$8,442.00	$47,543.53	$55,985.53	$4,221.00	$42,789.18	$4,754.35	$8,975.35
12/17/2018	Monday	$4,590.00	$31,680.38	$36,270.38	$2,295.00	$28,512.34	$3,168.04	$5,463.04
12/18/2018	Tuesday	$4,936.00	$32,968.08	$37,904.08	$2,468.00	$29,671.27	$3,296.81	$5,764.81
12/19/2018	Wednesday	$5,656.00	$33,931.44	$39,587.44	$2,828.00	$30,538.30	$3,393.14	$6,221.14
12/20/2018	Thursday	$7,416.00	$28,992.78	$36,408.78	$3,708.00	$26,093.50	$2,899.28	$6,607.28
12/21/2018	Friday	$9,630.00	$38,512.32	$48,142.32	$4,815.00	$34,661.09	$3,851.23	$8,666.23
12/22/2018	Saturday	$10,210.00	$62,590.16	$72,800.16	$5,105.00	$56,331.14	$6,259.02	$11,364.02
12/23/2018	Sunday	$7,796.00	$48,011.11	$55,807.11	$3,898.00	$43,210.00	$4,801.11	$8,699.11
12/24/2018	Monday	$9,126.00	$51,024.90	$60,150.90	$4,563.00	$45,922.41	$5,102.49	$9,665.49
12/25/2018	Tuesday	$13,126.00	$62,169.25	$75,295.25	$6,563.00	$55,952.33	$6,216.92	$12,779.92
12/26/2018	Wednesday	$7,016.00	$43,581.97	$50,597.97	$3,508.00	$39,223.77	$4,358.20	$7,866.20
12/27/2018	Thursday	$7,794.00	$45,288.94	$53,082.94	$3,897.00	$40,760.05	$4,528.89	$8,425.89
12/28/2018	Friday	$13,288.00	$70,551.21	$83,839.21	$6,644.00	$63,496.09	$7,055.12	$13,699.12
12/29/2018	Saturday	$12,504.00	$59,823.34	$72,327.34	$6,252.00	$53,841.01	$5,982.33	$12,234.33
12/30/2018	Sunday	$9,510.00	$60,694.49	$70,204.49	$4,755.00	$54,625.04	$6,069.45	$10,824.45
12/31/2018	Monday	$19,534.00	$99,203.10	$118,737.10	$9,767.00	$89,282.79	$9,920.31	$19,687.31
Casino Report Totals:		$261,914.00	$1,414,575.91	$1,676,489.91	$130,957.00	$1,273,118.33	$141,457.58	$272,414.58
Casino YTD Totals:		$261,914.00	$1,414,575.91	$1,676,489.91	$130,957.00	$1,273,118.32	$141,457.59	$272,414.59

JAN 14 2019