



July 17, 2023

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

Meeting Live streamed <https://www.youtube.com/user/cityofboonvillemo> & Channel 3 with Suddenlink Cable TV

I. Call to order – Pledge and Prayer

A. Susan Meadows

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. June 19th council meeting minutes

V. Consent Items

A. Consider Pay Request No. 2 from SMICO Contracting Group, LLC for WWTP Repair Project

B. Consider Change Order No.1 from Frech Paving Co. in the amount of <\$0.00> for Roadway Improvements 2023

C. Consider Change Order No. 1 from Midstate Pipeline Maintenance LLC in the amount of <\$0.00> for the I/I Sewer Project

VI. Presentation of Accounts and Claims

A. Appropriations

VII. Unfinished Business

VIII. New Business

A. Consider Resolution R2023-09 Suspension of Open Container Prohibition on August 26 2023 for Knights of Columbus Irish Road Bowling Event.

B. Consider Resolution R2023-10 Agreement with Cooper County Collector for Tax Collection Services

C. Consider Resolution R2023-11 Agreement with Cooper County Clerk for Tax Collection Services

- D. First Reading of Bill No. 2023-023 Authorizing a Lease Agreement with the Boonslick Heartland YMCA.
- E. Discussion of La Vuelta Americana event

IX. Reports of Standing Committees

- A. Board of Public Works Meeting Minutes June 29, 2023
- B. Police Board
- C. Planning and Zoning- Cancelled

X. Reports of City Officials

- A. City Administrator
- B. Mayor- Committee Appointment
- C. City Clerk

XI. Miscellaneous

XII. Adjourn

- A. Public Works Monthly Report June 2023

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.



June 19, 2023

7:00 PM

**City Council Chambers
525 E. Spring Street
Boonville MO 65233**

I. Call to order – Pledge and Prayer

A. Steve Young

Call to order – Pledge and Prayer The Boonville City Council met in Regular Session on June 19, 2023, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present; Ned Beach Mayor, Kate Fjell, City Administrator, Amber Davis, City Clerk; Randy Ayers, Sergeant at Arms. Interim City Counselor, Doug Abele was absent. The meeting was called to order. Steve Young led the prayer, after the pledge of allegiance.

II. Roll Call

The following Council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Steve Young, Susan Meadows, Andrew Cowherd, and Sy Harvell. Council Representative Brad Atkinson was absent.

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. June 5 2023 council minutes

The minutes stand as corrected

V. Consent Items

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis 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. Ms.

Meadows moved, and Mr. Venable seconded the motion for approval of the ordinance. Roll call was taken. Ayes: Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent: Brad Atkinson (1)

Motion Carried.

VII. Unfinished Business

A. Second Reading of Bill No. 2023-019 Amending certain parts of Appendix A- Subdivision Regulations, Section 6, Final Plat

Second Reading of Bill No. 2023-019 Amending certain parts of Appendix A- Subdivision Regulations, Section 6, Final Plat

Ms. Meadows moved, and Mr. Cowherd seconded the motion for approval of the ordinance. Roll call was taken. Ayes: Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent: Brad Atkinson (1).

Motion Carried.

B. Second Reading of Bill No. 2023-020 Amending and establishing certain parts of Chapter 10, Article I relating to festival events and Article XIII, Section 10-283 Relating to Marijuana facilities

Second Reading of Bill No. 2023-020 Amending and Establishing certain parts of Chapter 10, Article I relating to festival events and article XIII Section 10-283 Relating to Marijuana Facilities

Mr. Venable moved, and Mr. Davis seconded the motion for approval of the ordinance. Roll call was taken. Ayes: Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent: Brad Atkinson (1).

Motion Carried.

C. Second Reading of Bill No. 2023-021 Amending portions of Appendix G, Schedule of Administrative Fees

Second Reading of Bill No. 2023-021 Amending Portions of Appendix G, Schedule of Administrative Fees.

Mr. Venable moved, and Ms. Meadows seconded the motion for approval of the ordinance. Roll call was taken. Ayes: Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent: Brad Atkinson (1).

Motion Carried.

D. Second Reading of Bill No. 2023-022 Authorizing an Agreement with H.W.Lochner, INC for Engineering Services at Jesse Viertel Memorial Airport

Ms. Meadows moved, and Mr. Davis seconded the motion for approval of the ordinance. Roll call was taken. Ayes: Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry

Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent: Brad Atkinson (1).

Motion Carried.

VIII. New Business

A. Consideration of Knights of Columbus fundraiser event for Missouri Special Olympics
Mike Ivy, Grand Knight, with the local Knights of Columbus Council came before the council to talk about a fundraising event that the knights want to do to raise money for Special Olympics. The event is an Irish Road Bowling event. Mr. Ivy explained how the event would work and asked the council if they would waive the Open Container Ordinance. Mr. Venable expressed concerns about not closing the roads. Mr. Ivy stated if a car comes down the road then everyone will exit the road for the car to come by, then get back on the road and continue the game. Ms. Meadows asked if there was enough parking for everyone, Mr. Ivy stated the Knights of Columbus Hall has a large parking lot and if they need more parking, the WK dealership parking lot should be available for overflow parking. The council was all in favor of lifting the Open Container Ordinance.

B. Consider Resolution R2023-08 Authorizing and Approving an Agreement with Boonville R-1 Schools for School Resource Officer Program

Consider Resolution No. R2023-08 Authorizing and Approving an Agreement with Boonville R-1 Schools for School Resource Officer Program, Mr. Venable moved, and Mr. Cowherd seconded the motion for approval of the resolution. Roll call was taken. Ayes: Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, Whitney Venable, and Drew Davis Total (7) Opposed: None (0) Absent: Brad Atkinson (1).
Motion Carried.

IX. Reports of Standing Committees

None

X. Reports of City Officials

A. Economic Developer

Economic Developer, Gigi McAreavy came before the council to give an update on projects and activities related to economic development. Ms. McAreavy opened by recognizing the late Carrie Risner's hard work and dedication to the technical education center and the community. Ms. McAreavy reported she had attended a conference and heard from site selectors who commented on key factors to bring manufacturing to a community of our size. Ms. McAreavy stated construction has begun on the Cooper/Howard County Riverport grain bins. This is an important asset for economic development. Ms. McAreavy also stated the broadband expansion work throughout Missouri continues at the state and local levels.

B. City Administrator

Ms. Fjell stated the next agenda will have a resolution to lift the open container law for the Road Bowling Event. Ms. Fjell also stated there had been an agreement made between the

City, County Commissioners, County Clerk, and County Collector about the city tax collection and hopes to have the agreement on the next agenda. Ms. Fjell said she had just recently submitted the EDA Grant for Academic Hall and that grant would get the city closer to completing that project.

C. Mayor

None

D. City Clerk

None

XI. Miscellaneous

A. Public Works Monthly Report May 2023

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Cowherd seconded the motion to Adjourn at 7:47 p.m. and the voice vote was unanimous.

Original _____ of 6
Page _____ of

APPLICATION NO: 2

APPLICATION DATE: 3-Jul-23

PERIOD FROM:

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
TOTALS		\$0.00	\$0.00

TOTALS	\$0.00	\$0.00
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NET CHANGE BY CHANGE ORDERS: \$0.00

\$121,444.78

\$34,462.93

\$86,981.85

March 12, 2022

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF \$ 86,981.85 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Confirmation Sheet in ink and enclose in conform to the amount certified.)

ENGINEER:

BY:



MECO ENGINEERING COMPANY, INC.
ENGINEERS ' SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109

(573)893-5558

PAY ESTIMATE COVER

00621/1

Pay Estimate No.2 WWTP Repair Project

Item No	Description	Contract Quantity	Unit	Unit Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total in Place	Left to Finish	Unit
1	Mobilization	1	LS	\$ 4,243.00	\$ 4,243.00		1	0	\$0.00	\$4,243.00	0 LS
2	Removal of Improvements	4.1	SY	\$ 300.00	\$ 1,230.00		4.1	0	\$0.00	\$1,230.00	0 SY
3	Subgrade Compaction	4.1	SY	\$ 195.12	\$ 799.99		4.1	0	\$0.00	\$799.99	0 SY
4	Geotextile Separation Fabric	4.1	SY	\$ 40.00	\$ 164.00		4.1	0	\$0.00	\$164.00	0 SY
5	4" MoDOT Type 5 Aggregate Base	4.1	SY	\$ 195.12	\$ 799.99		4.1	0	\$0.00	\$799.99	0 SY
6	6" PCC Repair	4.1	SY	\$ 600.00	\$ 2,460.00		4.1	0	\$0.00	\$2,460.00	0 SY
7	Crack Filling	232	LF	\$ 4.63	\$ 1,074.16		232	0	\$0.00	\$1,074.16	0 LF
8	Headwork Repair	1	LS	\$ 16,121.00	\$ 16,121.00		1	0	\$0.00	\$16,121.00	0 LS
9	East Clarifier Repair and Lining	1	LS	\$107,385.00	\$ 107,385.00		0	0.9	\$96,646.50	\$96,646.50	0.1 LS
10	Manhole Adjustment and Lining	1	EA	\$ 11,400.00	\$ 11,400.00		1	0	\$0.00	\$11,400.00	0 EA
11	Contingency	1	LS	\$ 15,000.00	\$ 15,000.00		0	0	\$0.00	\$0.00	1 LS

Contract Total \$ 160,677.14

\$96,646.50 \$134,938.64

CONTRACT CHANGE ORDER SECTION 00941

Sheet of
Original _ of 6

Change Order No. 1
Project No. 454-297
Project Name: Roadway Improvements 2023

Recommended: MECO Engineering Co., Inc. (Engineer) To: Frech Paving Co. (Contractor) From: City of Boonville MO (Owner)

You are hereby directed to make the following changes:

- Reason for change and effect on completion time (if any):
City of Boonville decision to Rehabilitate Pierre Lane and remove Locust Street to Armory Entrance out of the project

II. Cost of work affected by this Change Order:

Item No.	Item Description	Bid Amount		Previous Change Orders		This Change Order		Revised Contract	
		Quantity/Units	Unit Price	Value	C.O. #	Quantity Changed	Increase Qty. Decrease Qty.	Amount Added or Deducted	Quantity/Unit
7	Subgrade Compaction	423 SY	\$1.60	\$676.80			-360 SY	-\$576.00	63 SY
8	Geotextile Separation Fabric	360 SY	\$2.95	\$1,062.00			-360 SY	-\$1,062.00	0 SY
9	6" Type 5 Aggregate	360 SY	\$13.05	\$4,698.00			-360 SY	-\$4,698.00	0 SY
11	5" Plant Mix Bituminous Black Base	360 SY	\$33.75	\$12,150.00			-360 SY	-\$12,150.00	0 SY
12	2" BP-1 Overlay	2,555 SY	\$12.50	\$31,937.50			-360 SY	-\$4,500.00	2195 SY
16	Contingency	1 LS	\$40,000.00	\$40,000.00			-0.88 LS	-\$35,383.50	0.12 LS
17	Wedge and Overlay Pierre Lance	LS	\$58,369.50	\$0.00			1 LS	\$58,369.50	LS
Total This Sheet:								\$0.00	

1. Original Contract Amount: \$164,810.70

2. Add or Deduct This Order Totals: \$0.00

3. Add or Deduct Previous:

(Line 4 of previous order)

4. Total Add or Deduct to Date (2+3): \$0.00

5. Revised Contract Amount (1+4): \$164,810.70

Recommended: Engineer - MECO Engineering Company Date 7/11/23

Ordered: Owner Date 7-7-2023

Accepted: Contractor Date

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

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**CONTRACT CHANGE ORDER
SECTION 00941**

Change Order No. 1
Project No. 454-298

Sheet of
Original _ of 6

Recommended: MECO Engineering Co., Inc. (Engineer) To: Midstate Pipeline Maintenance LLC (Contractor) From: City of Boonville (Owner)

You are hereby directed to make the following changes:

- I. Reason for change and effect on completion time (if any):
Buried manhole found during pre-cleaning

II. Cost of work affected by this Change Order:

Item No.	Item Description	Bid Amount		Previous Change Orders		This Change Order		Revised Contract	
		Quantity/Units	Unit Price	Value	C.O. #	Quantity Changed	Increase Qty. Decrease Qty.	Amount Added or Deducted	Quantity/Unit
4	48" Manhole Std. Frame & Lid	12 EA	2,844.00	\$34,128.00			Increase 1	\$2,844.00	13 EA
6	Only in Earth								
9	CIPP Line 8" Clay Pipe	874 LF	54.00	\$47,196.00			Increase 1	\$54.00	875 LF
12	Lining Manholes	329 VLF	300.00	\$98,700.00			Increase 4	\$1,200.00	333 VLF
11	12" Concrete Grade Ring	0 EA	235.00	\$0.00			Increase 1	\$235.00	1 EA
	Contingency	1 LS	20,000.00	\$20,000.00			Decrease 1	(\$4333.00)	\$15,667.00
Total This Sheet:								\$0.00	

1. Original Contract Amount: \$277,360.00

2. Add or Deduct This Order Totals: \$0.00

3. Add or Deduct Previous:

(Line 4 of previous order)

4. Total Add or Deduct to Date (2+3): \$0.00

5. Revised Contract Amount (1+4): \$277,360.00

Recommended: R. V. [Signature] Engineer - MECO Engineering Company Date 7/12/23

Ordered: Owner Date

Accepted: [Signature] Contractor Date 6/30/23

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

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 **July 17, 2023** the sum of **\$1,988,479.61**

General Fund	\$1,082,698.69
Sanitation	\$53,279.60
CIP Tax	\$123,515.04
Water Works	\$311,787.94
Capital Projects	\$33,933.74
Waste Water	\$258,434.43
Tourism	\$20,021.67
Gaming	\$100,333.70
Parks/Water	\$4,474.80
Kemper Sales Tax	\$0.00
Economic Development Projects	\$0.00

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$1,988,479.61** 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 **July 17, 2023** read for the second time this **July 17, 2023** since a copy was made available prior to the meeting.

Approved **July 17, 2023**

Mayor

Endorsed **July 17, 2023** : 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

Date: July 17, 2023

To: Mayor and Council

From: Kate Fjell, City Administrator

Re: Consider Resolution R2023-09 Suspension of Open Container Prohibition on August 26 2023 for Knights of Columbus Irish Road Bowling Event.

Following the presentation from the Knights of Columbus at the last Council meeting, the resolution being considered tonight will suspend the open container prohibition along the Irish Road Bowling Course on the day of the event.

RESOLUTION NO. R2023-09

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI SUSPENDING THE PROHIBITION OF CONSUMPTION OF ALCOHOLIC BEVERAGES AND POSSESSION OF OPEN CONTAINERS OF INTOXICATING BEVERAGES ON CITY SIDEWALKS AND STREETS IN A SPECIFIED AREA FOR THE KNIGHTS OF COLUMBUS IRISH ROAD BOWLING EVEN TAKING PLACE ON AUGUST 26, 2023; AND PROVIDING AN EFFECTIVE DATE THEREFORE;

WHEREAS, on July 3, 2023 the City Council reviewed the special event permit submitted by the Knights of Columbus for an Irish Road Bowling event in Boonville; and

WHEREAS, Article VI, Section, 14-90, Boonville City Code, prohibits the consumption of alcoholic beverages on the City's rights-of-way, including public ways, streets, alleys, parks and other places owned by the City; and

WHEREAS, the City Council desires to suspend the prohibition in Article VI, Section 14-90, Boonville City Code, within Boonville along Mid America Industrial Drive, Industrial Drive, Fuqua Drive, and Radio Hill Road, for the time herein specified and for the areas specifically defined in **Exhibit A**;

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: The City Council hereby suspends the prohibitions in Article VI, Section 14-90, Boonville City Code within an area encompassing Mid America Industrial Drive, Industrial Drive, Fuqua Drive, and Radio Hill Road, defined in **Exhibit A**, for events taking place on August 26, 2023. Consumption of alcoholic beverages and possession of open containers of intoxicating beverages will be expressly permitted on the City's rights-of-way, including public ways, streets, alleys, parks and public premise-and other places owned by the City of Boonville.

SECTION 2: The suspension of the prohibition of consuming intoxicating beverages and possessing open containers shall be from 7:00AM- 7:00PM in the defined areas on August 26, 2023

SECTION 3: This suspension does not impact City codes relating to public intoxication, driving under the influence, or any other city ordinances related to intoxicating beverages.

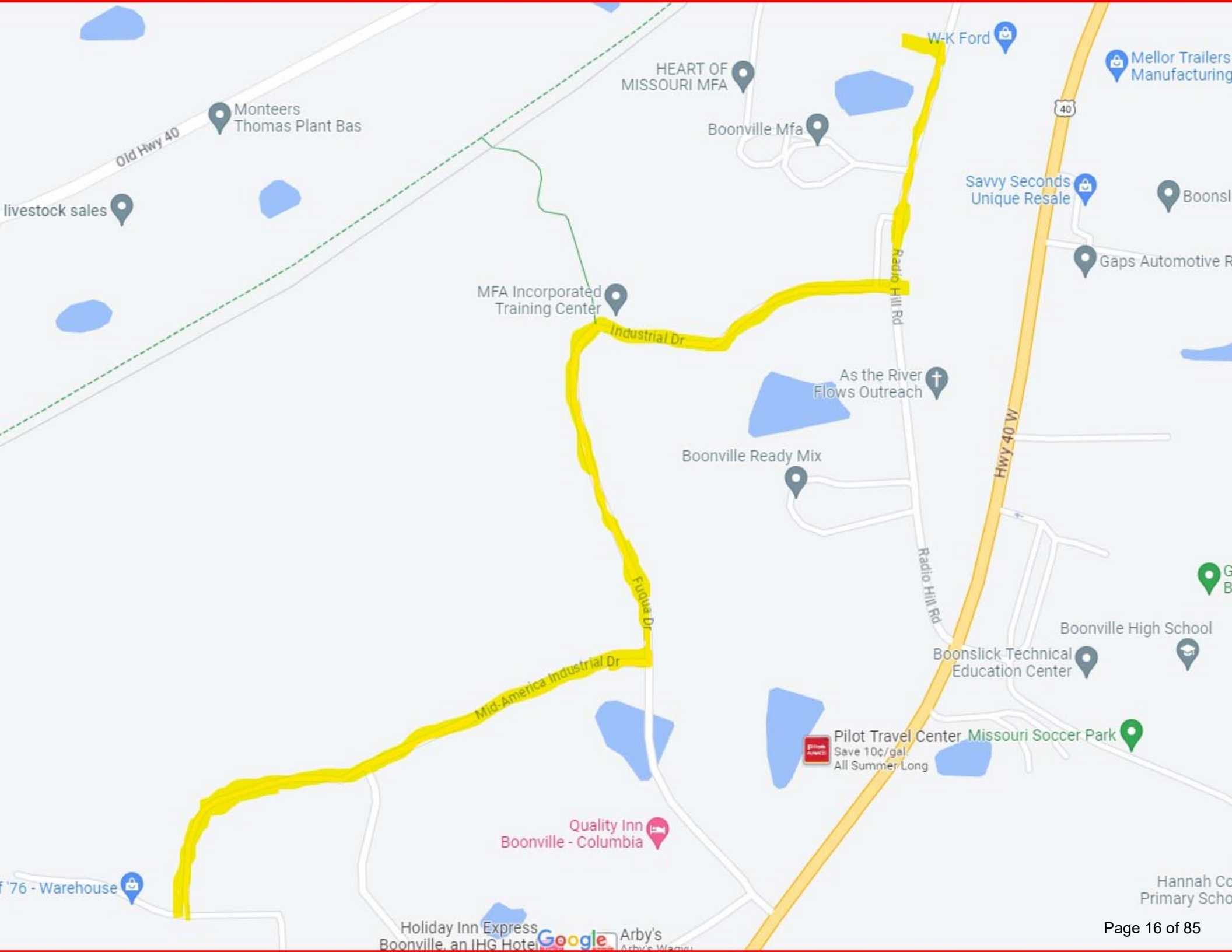
SECTION 4: This resolution shall take effect and be in full force from and after its passage and approval.

Passed this 17th day of July 2023, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk



Date: July 17, 2023

To: Mayor and Council

From: Kate Fjell, City Administrator

Re: Consider Resolution R2023-10 Agreement with Cooper County Collector for Tax Collection Services

Upon approval by all parties, this will resolve the ongoing tax collection challenges that the City and County have been facing since 2019. This agreement will ensure that the County Clerk and Collector continue to extend and collect taxes for the City. Contracting with the Clerk and the Collector is the most efficient, cost effective means of tax collection for the City.

The Commissioners provided feedback that they would like to be participants in the contract, not just the "approvers". There may be an amended contract to come out in the next couple days as we continue to work through this agreement. If we have not reached an agreement by Monday, this item may need to be tabled.

RESOLUTION NO. R2023-10

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT BETWEEN THE COOPER COUNTY COLLECTOR AND THE CITY OF BOONVILLE, MISSOURI REGARDING THE COLLECTION OF CITY AD VALOREM TAXES; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City of Boonville, Missouri and the Cooper County Collector desire to enter into a Cooperative Agreement authorized and permitted by Sections 50.322, 70.220 to 70.320 inclusive, and Sections 140.670 to 140.750 inclusive, of the Revised Statutes of Missouri, for the cooperative efforts of the parties to collect the taxes of the City of Boonville on property located within the boundaries of said City, which is located in Cooper County, Missouri; and

WHEREAS, the previous agreement expires on August 1, 2023.

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri as follows:

SECTION 1: That a certain Cooperative Agreement between the Cooper County Collector and the City of Boonville, Missouri, a copy of which is marked "**Exhibit A**" and is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the Mayor and the City Clerk be and are hereby authorized to execute, and attest said Agreement, in multiple counterparts, on behalf of the City of Boonville.

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

Passed this 17th Day of July, 2023, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered in this ____ day of July, 2023, by and between the City of Boonville, Missouri, a municipal corporation, and hereinafter referred to as the “City”, the Collector of Cooper County, Missouri, and hereinafter referred to as the “Collector”, and the County Commissioners of Cooper County, Missouri, and hereinafter referred to as the “Commissioners”.

WHEREAS, statutory provisions set out in Sections 50.332 and 70.220, RSMO, allow county officials to contract with municipalities of the third class to perform services for such municipality of the same type the county official performs for the county; and

WHEREAS, tax collection and extension occurs at the County Courthouse for other political subdivisions within Boonville, and so it is the most cost effective and efficient for municipal tax collection to also occur at the County Courthouse; and

WHEREAS, previous contracts included a provision to reimburse Commissioners for the supplies, computers and computer programming necessary to effectuate tax collection but during discussions held from April – July 2023 the Commissioners have declined reimbursement for the use of these supplies for municipal tax collection; and

WHEREAS, the parties contract is expiring on August 1, 2023, for the Collector to perform services which have been customarily performed by the office for the City in past years relating to the collection of City taxes, including but not by way of limitation, printing, collecting and remitting City of Boonville real and personal property tax payable to the City; and

WHEREAS, to perform the contemplated services and to receive the certified information to collect taxes, there must be a written agreement between the City and the Collector; and

WHEREAS, the parties wish to enter into an agreement for the Clerk to perform such services as are necessary for extending City tax books as generally described in Section 137.290, RSMO, and certifying or authenticating such information to the County Collector for collection on property located within the boundaries of said City pursuant to a separate contractual arrangement between the City and the Cooper County Collector

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. **Extent of Services to be Provided by Collector.** It is understood and agreed that the Collector shall use her best professional efforts to effectuate the collection of the City Taxes as set forth herein, by all lawful and proper means. The Collector shall:
 - a. Maintain reasonable and appropriate accounting and depository records to pay the taxes collected by her in accordance with this agreement to the City of Boonville;
 - b. Have the power to collect the Real and Personal property taxes of the City as provided by Section 140.690, RSMO;
 - c. As provided by section 140.690, RSMO, real property is in all cases liable for all taxes for the City and a lien is created for all these taxes, and the interest and costs provided by law, the same as for the applicable State and County taxes, which lien shall be enforced as set out in Chapter 140, RSMO;
 - d. The Collector will create and mail tax statements and notices to all applicable residents of the City of Boonville;
 - e. The Collector will provide to the City, a delinquent tax list, not later than April 15 of each year; and

- f. The Collector will disburse the monies monthly.
2. **Compensation to be Paid by the City.** It is understood and agreed that the City shall compensate the Collector for this work.
- a. The City shall compensate the Collector \$1.60 per tax bill sent to taxpayers in the City of Boonville. The Collector shall invoice the City no later than December 15th with the total amount to be paid for these services.
 - b. The Collector shall submit a bill to the City quarterly for the collection of all delinquent taxes, at the same rate of \$1.60 per delinquent tax payment.
 - c. Such compensation shall be paid directly to the Collector, in addition to any other salary or compensation received by the Collector for her official duties, and the City shall issue Form 1099 in a timely manner, evidencing such payment. It is further understood and agreed that such compensation shall not constitute additional salary for the position of County Collector and shall not be subject to the County's payroll benefits and withholding.
3. **Accounting and Reconciliation.** It is mutually understood and agreed that the Collector shall provide any accounting and reconciliation records to the City as may be necessary to achieve the results contemplated in this Agreement for the collection of the City's taxes.
4. **Records Transfer to City.** Upon the termination of this Agreement the Collector shall make available to the City any existing records under her control as may be necessary to enable the City to undertake the collection of taxes assessed on real property situated in the City of Boonville, Missouri, for the year after such termination.
5. **Services to be Consistent With Clerk.** It is contemplated by this Agreement and understood by the parties that the City taxes shall be added to and included on the County tax statements by the County Collector as an additional political subdivision, and the County Clerk shall perform his services in such a manner as shall be consistent therewith.
6. **Agreement Subject to Approval.** It is further understood and agreed that this Agreement must be approved by the Cooper County Commission under the provisions of Section 137.290, RSMO, in order to become effective and the parties hereby agree to execute and submit the Agreement for approval, in a timely manner, and further hereby request the County Commission to approve the Agreement.
7. **Agreement Term.** This Agreement shall expire on August 31, 2024. The Cooper County Collector, the County Commissioners and the City will begin meeting by the 28th of February to determine provisions for a new contract.
8. **Facsimile and Electronic Signatures Binding.** It is understood and agreed that facsimile and electronic copies of the original signatures on this Agreement shall have the same effect and be binding on the parties as if they were the original signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their official seals as of the ____ day of July, 2023.

CITY OF BOONVILLE, MISSOURI

ATTEST:

By: _____
Mayor

By: _____
City Clerk

COUNTY OF COOPER, MISSOURI

ATTEST:

By: _____
County Collector

By: _____
County Clerk

By: _____
Presiding Commissioner

ATTEST:

By: _____
Eastern Commissioner

County Clerk

By: _____
Western Commissioner

RESOLUTION NO. R2023-11

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT BETWEEN THE COOPER COUNTY CLERK AND THE CITY OF BOONVILLE, MISSOURI REGARDING THE COLLECTION OF CITY AD VALOREM TAXES; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City of Boonville, Missouri and the Cooper County Clerk desire to enter into a Cooperative Agreement authorized and permitted by Sections 50.322, 70.220 to 70.320 inclusive, and Sections 140.670 to 140.750 inclusive, of the Revised Statutes of Missouri, for the cooperative efforts of the parties to collect the taxes of the City of Boonville on property located within the boundaries of said City, which is located in Cooper County, Missouri.

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri as follows:

SECTION 1: That a certain Cooperative Agreement between the Cooper County Clerk and the City of Boonville, Missouri, a copy of which is marked "**Exhibit A**" and is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the Mayor and the City Clerk be and are hereby authorized to execute, and attest said Agreement, in multiple counterparts, on behalf of the City of Boonville.

SECTION 3: That the fully executed Agreement and counterparts be delivered to the Cooper County Commission for consideration and approval as soon as practicable.

SECTION 4: This resolution shall take effect and be in full force from and after its passage and approval.

Passed this 17th Day of July, 2023, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered in this ____ day of July, 2023, by and between the City of Boonville, Missouri, a municipal corporation, and hereinafter referred to as the “City”, and the County Clerk of Cooper County, Missouri, and hereinafter referred to as the “Clerk”, and the County Commissioners of Cooper County, Missouri, and hereinafter referred to as the “Commissioners”.

WHEREAS, statutory provisions set out in Sections 50.332 and 70.220, RSMo., allow county officials to contract with municipalities of the third class to perform services for such municipality of the same type the county official performs for the county; and

WHEREAS, tax collection and extension occurs at the County Courthouse for other political subdivisions within Boonville, and so it is the most cost effective and efficient for municipal tax collection to also occur at the County Courthouse; and

WHEREAS, previous contracts included a provision to reimburse Commissioners for the supplies, computers and computer programming necessary to effectuate tax collection but during discussions held from April – July 2023 the Commissioners have declined reimbursement for the use of these supplies for municipal tax collection; and

WHEREAS, the parties are not currently under a contractual arrangement for the Clerk to perform services which have been customarily performed by the office for the City in past years relating to the collection of City taxes, including but not by way of limitation, extending the tax books and certifying or authenticating such tax books to the Cooper County Collector; and

WHEREAS, to perform the contemplated services and certify information to the County Collector, there must be a written agreement between the City and the Clerk; and

WHEREAS, the parties wish to enter into an agreement for the Clerk to perform such services as are necessary for extending City tax books as generally described in Section 137.290, RSMo., and certifying or authenticating such information to the County Collector for collection on property located within the boundaries of said City pursuant to a separate contractual arrangement between the City and the Cooper County Collector

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. **Term and Extent of Services to be Provided by Clerk.** It is understood and agreed that the Clerk shall use his best professional efforts to effectuate the collection of the City Taxes as set forth herein by all lawful and proper means. The Clerk shall:
 - a. Perform the services necessary to extend the City’s Tax Books each tax year and certify or authenticate such records to the Cooper County Collector as provided in the Revised Statutes of Missouri, no later than October 31.
 - b. The Clerk shall provide to the City, a copy of the final tax printouts, for the current year, including a list of tax payers, valuations, assessments, amount of taxes due and other pertinent information vital to the tax billing service not later than November 10th.
 - c. The Clerk shall further perform any additional or incidental services necessary to allow for the collection of the City’s taxes for 2023. Such services shall be performed in a professional and diligent manner as contemplated by applicable statutory law.

2. **Compensation to be Paid by the City.** The City shall compensate the Clerk \$1.10 per tax bill sent to taxpayers in the City of Boonville. The Clerk shall invoice the City no later than December 15th with the total amount to be paid for these services. Payment to the Clerk shall be annual lump sum payment. Such compensation shall be paid directly to the Clerk, in addition to any other salary or compensation received by the Clerk for his official duties, and the City shall issue Form 1099 in a timely manner, evidencing such payment. It is further understood and agreed that such compensation shall not constitute additional salary for the position of County Clerk and shall not be subject to the County's payroll benefits and withholding.
3. **Accounting and Reconciliation.** It is mutually understood and agreed that the Clerk shall provide any necessary accounting and reconciliation records to the City as may be necessary to achieve the results contemplated in this Agreement for the collection of the City's taxes.
4. **Records Transfer to City.** Upon the termination of this Agreement the Clerk shall make available to the City any existing records under his control as may be necessary to enable the City to undertake the collection of taxes assessed on real property situated in the City of Boonville, Missouri, for the year after such termination.
5. **Services to be Consistent With Collector.** It is contemplated by this Agreement and understood by the parties that the City taxes shall be added to and included on the County tax statements by the County Collector as an additional political subdivision, and the Clerk shall perform his services in such a manner as shall be consistent therewith.
6. **Agreement Subject to Approval.** It is further understood and agreed that this Agreement must be approved by the Cooper County Commission under the provisions of Section 137.290, RSMo., in order to become effective and the parties hereby agree to execute and submit the Agreement for approval, in a timely manner, and further hereby request the County Commission to approve the Agreement.
7. **Agreement Term.** This Agreement shall expire on August 31, 2024. The Cooper County Clerk, the County Commissioners and the City will begin meeting by the 28th of February to determine provisions for a new contract.
8. **Facsimile and Electronic Signatures Binding.** It is understood and agreed that facsimile and electronic copies of the original signatures on this Agreement shall have the same effect and be binding on the parties as if they were the original signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their official seals as of the ____ day of July, 2023.

CITY OF BOONVILLE, MISSOURI

ATTEST:

By: _____
Mayor

By: _____
City Clerk

COUNTY OF COOPER, MISSOURI

ATTEST:

By: _____
County Clerk

By: _____
County Collector

By: _____
Presiding Commissioner

ATTEST:

By: _____
Eastern Commissioner

County Collector

By: _____
Western Commissioner

Date: July 17, 2023

To: Mayor and Council

From: Kate Fjell, City Administrator

Re: First Reading of Bill No. 2023-023 Authorizing a Lease Agreement with the Boonslick Heartland YMCA.

The City's lease agreement with the Boonslick Heartland YMCA has expired and needs to be renewed. The proposed lease agreement does not make any changes from previous leases and the term is for 10 years. The YMCA is a key partner in our Kemper Campus renovations and provides essential youth programming and child care for this community.

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING A LEASE RENEWAL AGREEMENT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI 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, the agreement was extended for a second time till 2019 until 2022; 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 10 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: JULY 17, 2023

READ FOR THE SECOND TIME AND PASSED THIS 7TH DAY OF AUGUST, 2023, 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 7TH DAY OF AUGUST, 2023.

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

JOHNSTON FIELD HOUSE FACILITY LEASE

This Lease, made and entered into as of the ____ day of August, 2023, 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 ten (10) years beginning as of the ____ day of August 2023, and ending at midnight on the ____ day of August 2033. It is expressly understood and agreed that the LESSEE shall pay the sum of Two and 00/100 Dollars (\$ 2.00) 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 August ____, 2023, 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. 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, said alterations and improvements are expected to be completed as indicated on 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 "C", 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 Dollars (\$1,000,000.00) and general public liability insurance to afford protection to the limit of at least One Million and 00/100 Dollars (\$1,000,000.00) in respect to injury or death of any one person, and to the limit of at least Three Million and 00/100 Dollars (\$3,000,000.00) in respect to any one accident, which said policy or policies shall name LESSOR as an additional insured. The certificate(s) from the insurance company or companies issuing such insurance and naming LESSOR as an additional insured shall be delivered to LESSOR contemporaneously with the commencement of any operations on said premises by LESSEE. Said insurance shall be taken out with reputable insurance companies acceptable to LESSOR and a copy of each annual renewal thereof, showing payment of the annual premium required to maintain such insurance in force, shall be provided to the LESSOR upon request during each year of the lease term.

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

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

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

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

thereof to others in such manner and on such terms as LESSOR deems best; but in any such case, LESSEE shall be and remain obligated to pay LESSOR any damages which LESSOR may then or thereafter suffer to the full end of the original term. It is understood and agreed that LESSOR shall be required to use reasonable diligence to mitigate damages chargeable to the LESSEE in the event of default. LESSEE'S right to cure any default or breach hereunder may be exercised either by eliminating the default or breach, or by submitting a written plan within the aforesaid thirty (30) day cure period, which is satisfactory to the LESSOR, and which sets forth the manner and time period in which such default or breach will be cured.

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

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

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

17. **LESSOR'S Right to Inspect Premises**. LESSOR and LESSOR'S agents shall have the right to enter the premises at all reasonable times when LESSEE'S staff is present to view, inspect, or show the same and to make such repairs and alterations as LESSOR may deem necessary or proper for the good of the premises or such building, even though not obligated to do so; but any and all such repairs or alterations made by LESSOR shall be of such nature as not to materially interfere with LESSEE'S use of the premises and shall be made at such time, as nearly as reasonably possible,

so as not to interfere with LESSEE'S business activities. Notwithstanding the foregoing provisions, it is expressly understood and agreed that if entry on or into said premises shall be necessary on account of an emergency, or permissible under the terms of this Lease, and LESSEE shall not be present to open the premises and grant access, LESSOR, or its duly authorized agents (including the Boonville Fire Department and the Boonville Police Department), may enter by use of a master key or may forcibly enter and LESSOR shall incur no liability therefor and such entry shall have no effect on this Lease.

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

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

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

21. **Right of First Refusal.** It is understood and agreed that the LESSOR, City of Boonville, has no plans to sell or otherwise dispose of the Johnston Field House facility or the 1.3-acre tract hereinabove described as the leased premises. However, notwithstanding any other provision contained in this paragraph 21, it is expressly understood and agreed that the right(s) of first refusal granted herein shall not apply in the event LESSOR shall decide to sell, convey, or otherwise transfer the entire property/campus constituting what was formerly known as Kemper Military School and College, *including the leased*

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

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

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

CITY OF BOONVILLE, MISSOURI

By: _____
Mayor

LESSOR

ATTEST:

City Clerk

BOONSLICK HEARTLAND YMCA, INC.

By: _____
President, Board of Directors

LESSEE

ATTEST:

Secretary

EXHIBIT “A”

Legal Description of Leased Premises

The following three (3) 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

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

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

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

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

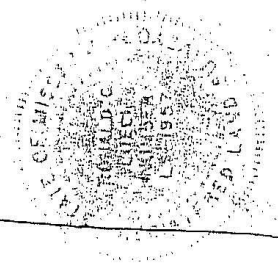
Tract 6: The western part of the campus with the athletic track area, the four story press booth and the double tennis court, containing ten acres, more or less. This tract is bounded on the north by the old M-K-T Railroad right-of-way (now the Katy Trail State Park) and the south right-of-way line of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

MARSHALL ENGINEERING & SURVEYING, Inc.
Columbia, Missouri

by:



Ronald G. Lueck
Professional Land Surveyor



FEBRUARY 10, 2003

EXHIBIT “B”

Special Designated Park Areas and Easement Areas

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

COMPOSITE MAP OF
KEMPER MILITARY SCHOOL GROUNDS
BOONVILLE, MISSOURI
46 ACRES, MORE OR LESS
IN SECTION 35, T49N, R17W, COOPER COUNTY

NOTE:
THIS MAP OF THE KEMPER MILITARY SCHOOL AND JR. COLLEGE GROUNDS WAS
COMPILED FROM ASSESSOR MAP INFORMATION, AERIAL PHOTOS, RECORDED
SUBDIVISION PLATS, RECORDED SURVEY INFORMATION, DEED INFORMATION AND
LIMITED AMOUNT OF FIELD SURVEYING.

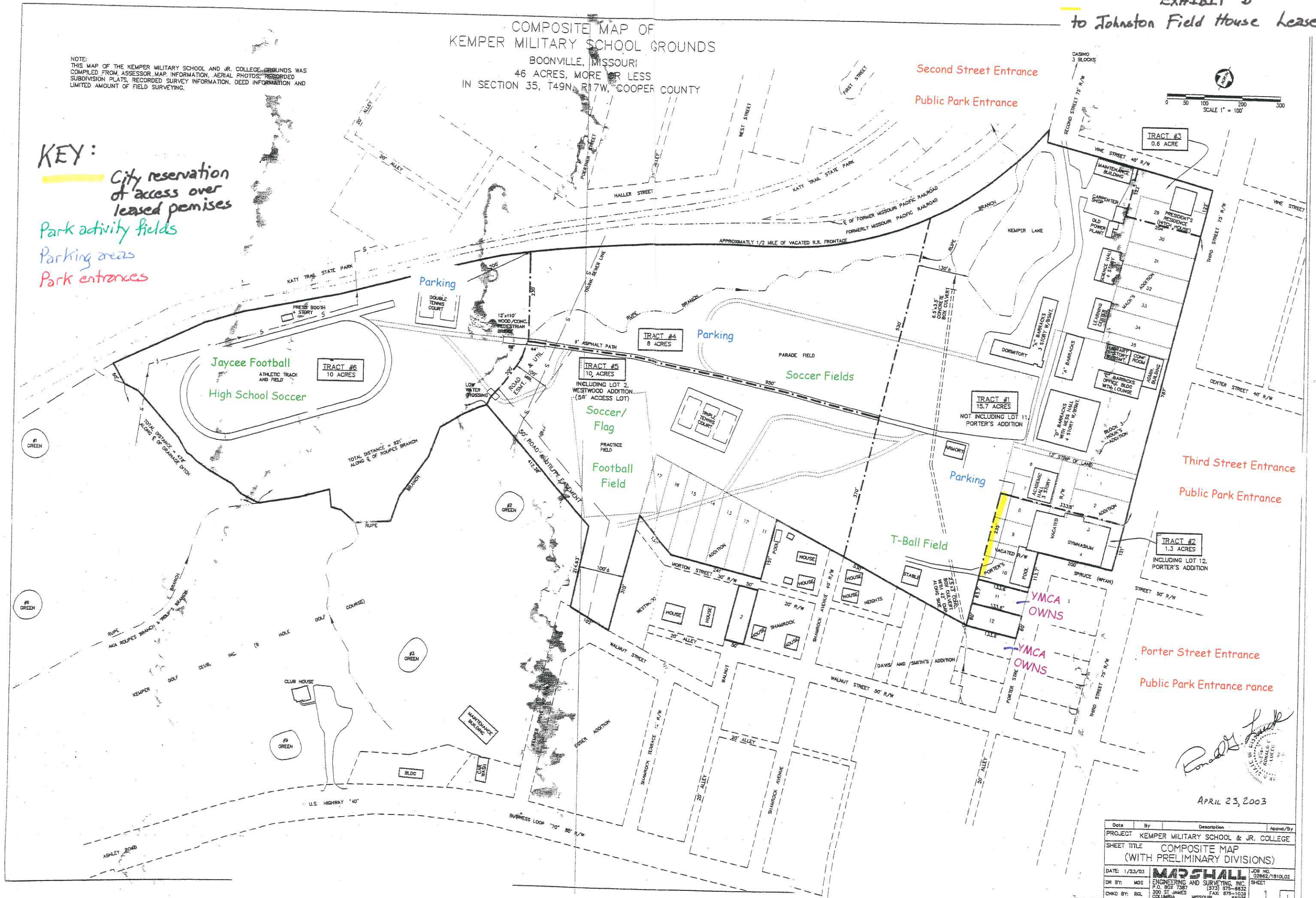
KEY:

City reservation
of access over
leased premises

Park activity fields

Parking areas

Park entrances



APRIL 23, 2003

Date	By	Description	Approved By
PROJECT KEMPER MILITARY SCHOOL & JR. COLLEGE			
SHEET TITLE COMPOSITE MAP (WITH PRELIMINARY DIVISIONS)			
DATE: 1/23/73	MAD SHALL		JOB NO. 02862/1610.02
DR BY: MDS	ENGINEERING AND SURVEYING, INC. P.O. BOX 7387 300 W. JAMES COLUMBIA, MISSOURI	(573) 875-8832 875-1036 875-0909	SHEET 1
CHKD BY: RGL			1

EXHIBIT "C"

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.

Date: July 17, 2023

To: Mayor and Council

From: Randy Ayers, Chief, Kate Fjell, City Administrator

Re: Discussion of La Vuelta Americana event

Chief Ayers and I have been discussing how to accomodate and support this event. Likely, street closures will not be necessary, since it is such a short time, this request is more like a parade than a street closure request. There is no action required from the Council; however, Chief Ayers and I will be on hand to answer questions about how we will manage the bicycle race.

This type of event creates new and unique sports tourism events that will help our local businesses and bring new people into town.



LICENSE NO: _____

FESTIVAL & EVENT PERMIT APPLICATION

Submit Completed Application to: 401 Main Street, Boonville MO 65233
Phone : 660-882-2332 / Fax: 660-882-6608 or e-mail

APPLICATION INSTRUCTIONS & TIMELINE

- Please fill out all information on this form as it pertains to your event
- Events that require street closures or other special requests are required to go before City Council for approval and to give the effected public the opportunity to address the council with any concerns. *Must submit 2 months prior to event
- Events on City property will require a \$1,000,000 liability insurance policy

EVENT INFORMATION

Event Name: LA VUELTA AMERICANA

Event Start Date: 8-20-2023 Event End Date: 8-20-2023

Date of Set Up: 8-20-2023 Times: 7-9 AM

Date of Tear Down: 8-20-2023 Times: 2-4 PM

Proposed Location: 6th ST. BETWEEN CHESTNUT AND VINE START/FINISH LINE

☐ Downtown Area ☐ Kemper Park ☐ Harley Park

☐ Second Street Area ☐ Depot District *State Park Permit required also

Expected Attendance: 200 # of Staff & Volunteers: 12

Are Vendors Expected? YES ☒ NO ☐ If YES, how many? 1-15 16-20 21-25 26+

• Vendors are defined as those selling goods, food and services at the event that do NOT have a current Merchant License with the City of Boonville
• Vendors that are already exempt such as non profit groups and agriculture based vendors for Farmer's Market do not count in the vendor total

Vendor License Fee: ☐ (1-15) \$50 ☐ (16-20) \$75 ☐ (21-25) \$100 ☐ (26+) \$125

EVENT ORGANIZER INFORMATION

Company/ Organization Name: LA VUELTA AMERICANA LLC

Organizer's Name: MAT RIVARD / MITCH STEVENS

Mailing Address: 706 WHITE OAK LN KC MO 64116

Email Address: LAVUELTAAMERICANA@GMAIL.COM

Phone: MAT RIVARD Cell Phone: 816.808-1340

Phone: MITCH STEVENS Cell Phone: 314.323.8165

WHAT CITY SERVICES WILL BE REQUESTED

<u>City Services-</u>	<u>Yes or No</u>	<u>Describe Your Needs-</u>
Electricity Hookup *AMEREN	☒	
Water Hookup	☒	
Dumpster / Trash Cans	☒	
Picnic Tables	☒	
Street Closure	☒	SEE ADDITIONAL PAGES

EVENT COMPONENTS (Check all that apply)

☐ Alcohol	☐ First Aid/ EMT	☐ Security
☐ Amplified Sound	☐ Fireworks	☒ Signage/Banners
☐ Animals/ Petting Zoo	☐ Food Service	☒ Sporting Event
☒ Bicycling	☐ Inflatables	☐ Stage
☐ Bleachers	☐ Parade / Floats	☒ Tent / Canopies
☐ Carnival Rides	☐ Portable Restrooms	☒ Traffic Control
☐ Concert / Live Music	☒ Race (timed event)	☐ Water -City Source
☒ Electricity / Generator	☐ Run (non-timed event)	☒ Vendors
☐ *Other Items Not Listed _____		

PARADE & STREET CLOSURE REQUEST

Event Date: 8-20-2023 Number of Parade Entries: _____

Set up Time: _____ Start Time: _____

Parade Route: _____

Staging Location: _____

Request for Parking Restrictions: Yes ☒ No ☒

Street Sweeper Requested: Yes ☐ No ☒

Description of Parking Restriction Request: 6th St. From 87 to Spring
STARTING AT 11:00 AM UNTIL 11:45 AM - SEE ADDITIONAL
PAGES

SITE LAYOUT

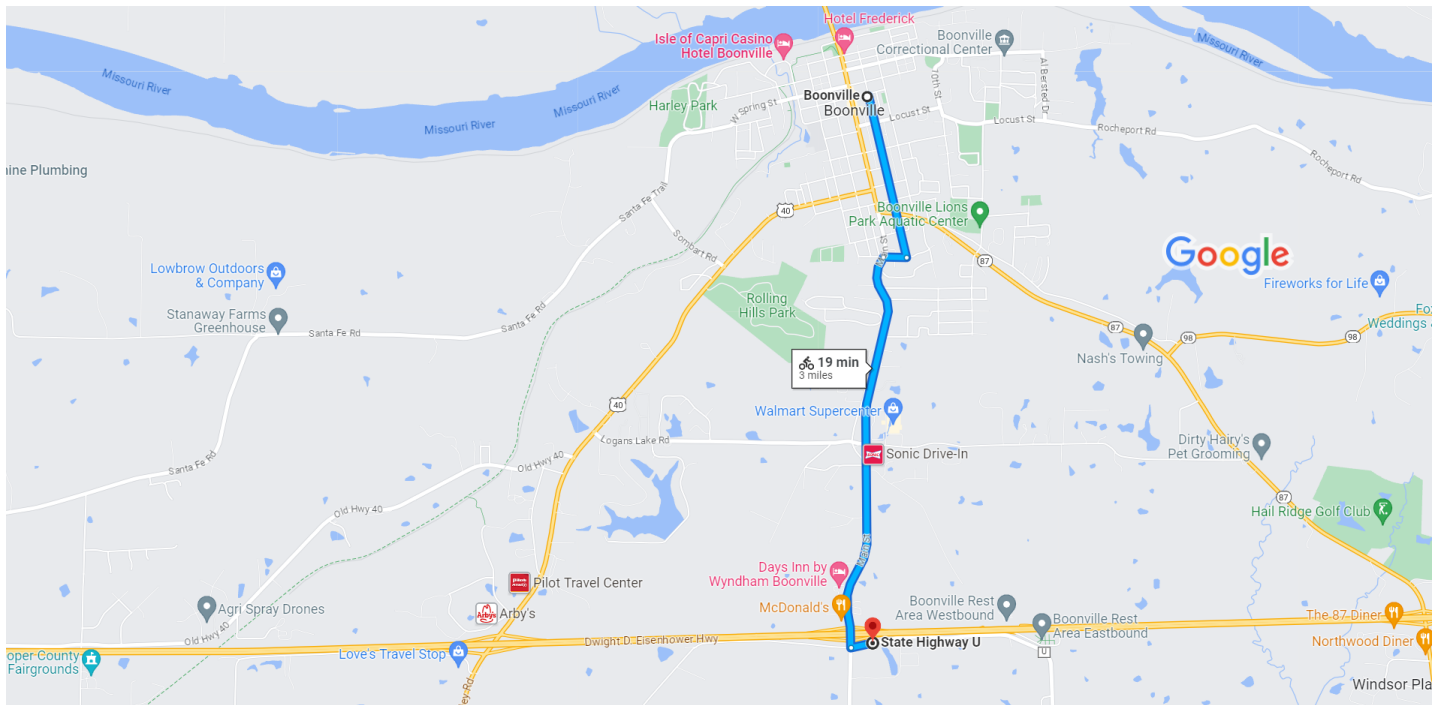
For large events, please include a site map and layout of the event, and make sure to include the following information that will be presented to City Council:

Include: tents / canopies, temporary structures, stages, alcoholic beverage areas, locations of portable restrooms, vendors and food concessions, transportation & parking plans, loading zones, vendor access and parking, and emergency vehicle accesses and/or route or any other pertinent information that may be unique to your event.

August 20, 2023 Road closure and escort request

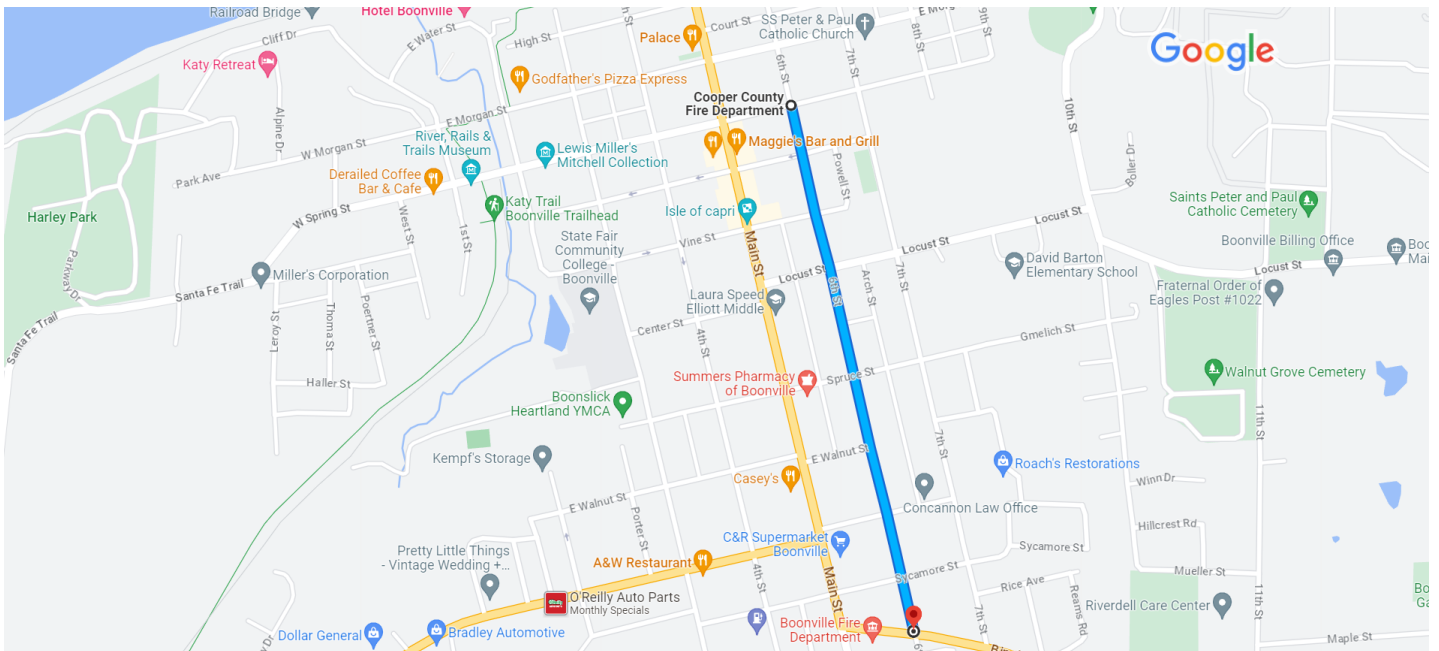
Escort request for 9:00 AM

Planned race start time 9:00 AM, we request a police escort from the start line on 6th street to State HWY U so that cyclists can stay in a group with no stops until safely onto HWY U heading East. Route highlighted in map shown below.



Road Closure request from 11:00 AM to 11:45 AM

Road closure request for race finish. Anticipated finish time of 11:00 AM to 11 AM with closure of 6th street from HWY 87 to Spring St. 1 block past finish line. Parked cars do not need to be moved, jjust closed to traffic or monitored traffic to allow cyclists to safely finish up 6th street with not stops or interruptions. See highlighted route below for requested closure.



Site Layout

Verbal permission from Brad Wooldridge has been granted to use the green space adjacent 6th street between Chestnut and Vine for the event (Gegyr lot).



Date: July 17, 2023
To: Mayor and Council
From: Jeff Ditto, Director
Re: Board of Public Works Meeting Minutes June 29, 2023

**BOARD OF PUBLIC WORKS
MEETING
June 29, 2023**

The Board of Public Works met at the City Services Building at 1200 Locust, 5:30 p.m. June 29, 2023. The following voting members were present: Ed Scrivner, James Quint, Dale Monteer, and Glenn Bishop. Other members present: Barry Elbert, Council Representative, and Jeff Ditto, Director of Public Works.

ABSENT or EXCUSED: None

MINUTES:

No minutes were presented due to the previous meeting not having a quorum.

PUBLIC COMMENTS: None.

ACCOUNTS:

Bills were not presented. We will present 2 months of bills at the next scheduled meeting.

OLD BUSINESS: None

NEW BUSINESS: A residential customer had a high-water bill due to an irrigation system leaking while in Europe. The Board voted not to give any relief. Motion given by Ed Scrivner and Seconded by James Quint. Voting no was Glenn Bishop and Dale Monteer.

MISCELLANEOUS:

The board briefly talked about the new water line going from the water tower at the hospital to the golf course.

ADJOURN:

With no further business, the meeting was adjourned at 6:00 p.m. with a motion from Glenn Bishop, seconded by Dale Monteer. Voting yes: Scrivner, and Quint. Voting no: none.

Respectfully submitted,
Jeff Ditto

Approved by:
Ed Scrivner, Chairman

Date: July 17, 2023

To: Mayor and Council

From: Randy Ayers, Chief

Re: Police Board

1. Due to lack of a quorum no official business was conducted.
2. Memembers Present: Michael Drew, Johnathon Morten, and Chief Randy Ayers
3. Members Absent: Ralph Twillman, Gene Cummins, and Brett Cooper
4. Guests Present: None
5. Next Meeting: October 9th, 2023

Respectfully Submitted,

Chief Randy Ayers

VACANT COMMITTEE POSITIONS & COMMITTEE APPOINTMENTS

Architectural Review Committee – 5 seats

Vacant – 0

Needs Renewed if they Choose – 0

Board of Adjustments – 5 Seats – TOTAL NEEDED 5

Vacant – 3

Needs Renewed if they Choose – 2

Board of Public Works – 4 Seats –

Vacant – 0

BOCA Board of Appeals—7 Seats – TOTAL NEEDED 7

Vacant – 1

Needs Renewed if they Choose – 6

Boonville Housing Authority Board – 6 Seats –

Vacant – 0

Needs Renewed if they Choose – 1

Marilyn Adkins

Fire Board – 5 Seats

Vacant – 0

Needs Renewed if they Choose – 0

Historic Preservation Commission – 7 Seats – TOTAL NEEDED 4

Vacant – 1

Needs Renewed if they Choose – 3

Industrial Development Authority – 8 Seats

Vacant – 0

Needs Renewed if they Choose – 0

Local Agency Funding – 5 Seats

Vacant – 0

Parks and Recreation Board – 5 Seats – TOTAL NEEDED 2

Vacant – 2

Needs Renewed if they Choose – 0

Planning and Zoning Commission – 5 Seats

Vacant – 0
Needs Renewed if they Choose – 0

Police Board – 5 Seats

Vacant – 0
Needs Renewed if the Choose – 0

Street, Alley, and Sanitation Board – 5 Seats – TOTAL NEEDED 1

Vacant – 0
Needs Renewed if the Choose – 1

Tourism Committee – 5 Seats – TOTAL NEEDED 3

Vacant – 0
Needs Renewed if the Choose – 3

Transportation Development District Committee – 5 Seats – TOTAL NEEDED 1

Vacant – 0
Needs Renewed if they Choose – 0



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

June 2023

Submitted by Alliance Water Resources, Inc.

July 17, 2023

City Council Meeting

OUR MISSION

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

Alliance Water Resources, Inc.

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

(573)874-8080

June 2023

Administrative

- A tour of the water treatment plant was given to Councilman Andrew Cowherd and Whitney Venable.

Repair and Chemical Expense Report June 2023

Description	Budgeted	Actual Spent	Remaining
Repair Expense	\$38,800.00	\$14,934.96	\$23,865.04
Chemical Expense	\$293,550.00	\$99,201.97	\$194,348.03

Treatment

- Normal operations, filter maintenance, and UV System calibration checks were performed this month.
- The staff flush out the Ammonia Feed line on UV Reactor #1
- The staff cleaned the UV Control Room HVAC outdoor unit.
- The staff cleaned the Filter Room Exhaust Fan Intake Screens.
- The staff replaced UV Lamp #3 in Reactor #1. The UV Lamp had blown. Trojan Technologies has been contacted due to this is still under warranty.
- Accurate Heating and Cooling was at the Water Plant to add freon to the UV Control Room HVAC unit.
- The staff installed a new battery in the welder/generator.
- The staff replaced UV Lamp #1 in Reactor #1. The UV Lamp had blown. Trojan Technologies has been contacted due to this is still under warranty.
- The staff repaired the electric pallet jack by replacing a load wheel assembly.
- The staff installed a new air/water separator and air dryer on the Process Air System.
- Utility Services Group performed a visual inspection on the Hospital Water Tower.
- The CAT Water Tower was taken out of service and drained. Utility Services Group perform a visual inspection and cleaning of the water tower.
- The staff installed a spring-loaded valve on the DF 9939 Polymer Tote Pump on the Chemical Feed Room
- Alliance Pump was here at the water plant to investigate a problem with the East River Pump Motor. They found bad wire connections and bad wiring. They installed new wire with new connectors.
- The Pre-Sed Primary Flash Mixer has been taken out of service for repair. Alliance Pump is investigating the problem.

- The staff replace a belt on Pump #2 of the Process Air System.
- The staff replaced the air solenoid on #4 Filter Effluent Valve, #2 Filter Effluent Valve, #1 Filter Influent Valve, #5 Influent Valve, #6 Effluent Valve.
- The staff repaired a clogged chemical feed line on the Ammonia Feed Pump.
- The staff added ½ gallon of anti-freeze to the Main St Booster Pump Station Generator.
- The staff replace a broken floor drain cover in the Ammonia Feed Room.
- The staff adjusted the packing on the East River Pump. It was leaking excessively.
- The staff installed new filters on the dehumidifier downstairs.
- The staff cleaned the intake screen on the 576K Exhaust Fan.
- Alliance Pump removed the motor from High Service Pump #1 and transported it to their shop for evaluation.
- The staff added oil to Pump #1 on the Process Air System.

Project Updates

- The staff installed a new Fluoride Chemical Feed Pump and started using new Fluoride testing equipment in the Lab. This was made possible by a Fluoride Grant from the Mo Dept of Health.

Safety

- The staff conducted its Monthly Safety meeting.
- The staff conducted its monthly check of chlorine leak detector sensors.
- The staff conducted its weekly inspection of emergency eyewash stations and emergency showers.
- The staff conducted its monthly crane inspection in the Chlorine Storage Room.

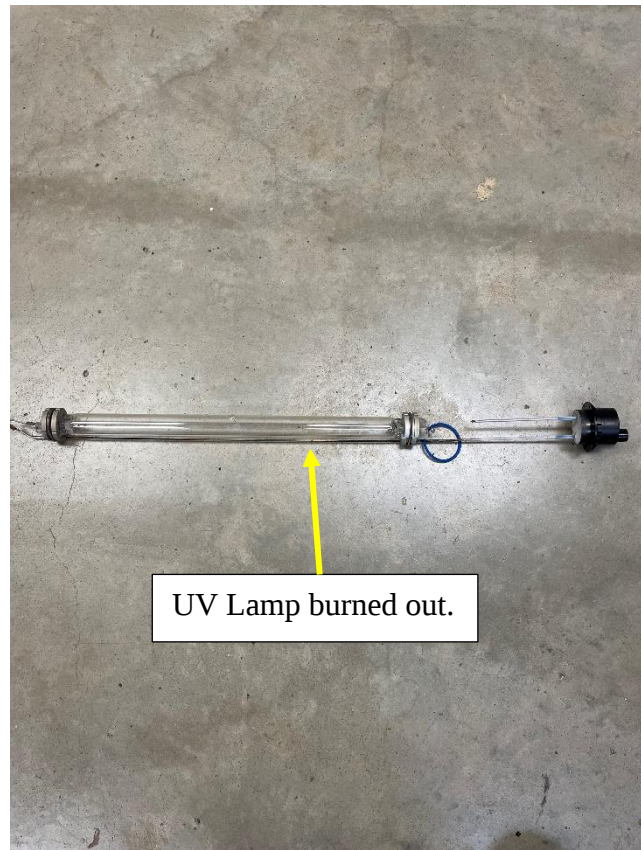
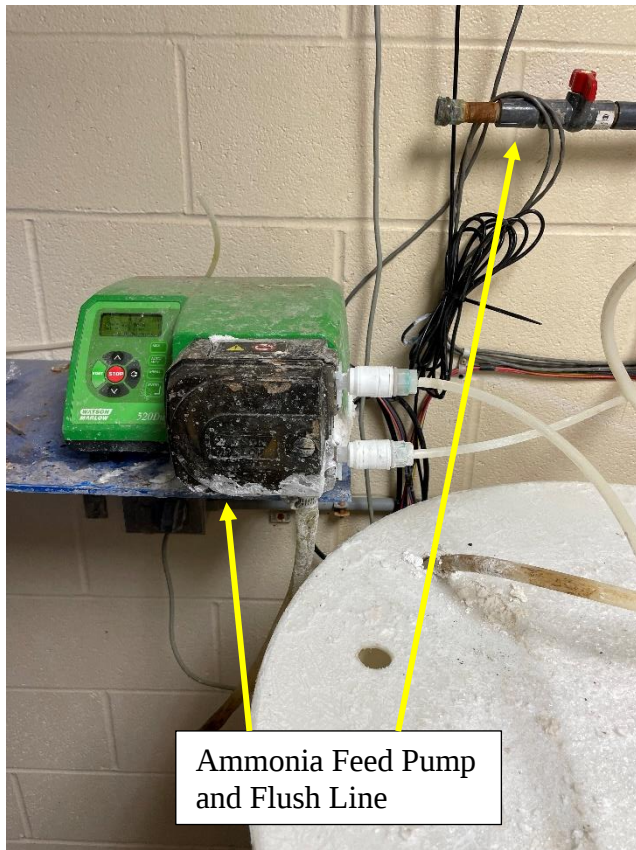
Regulatory

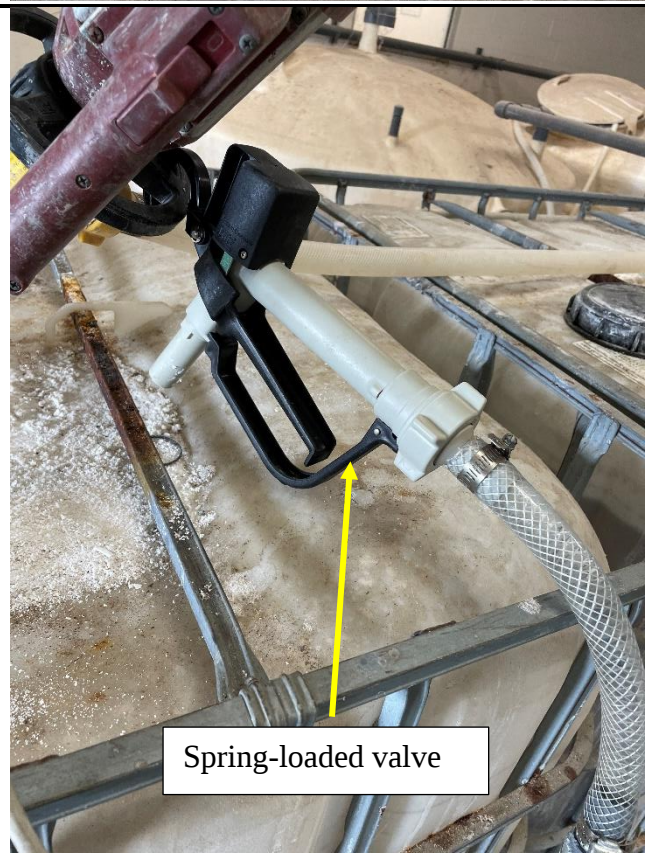
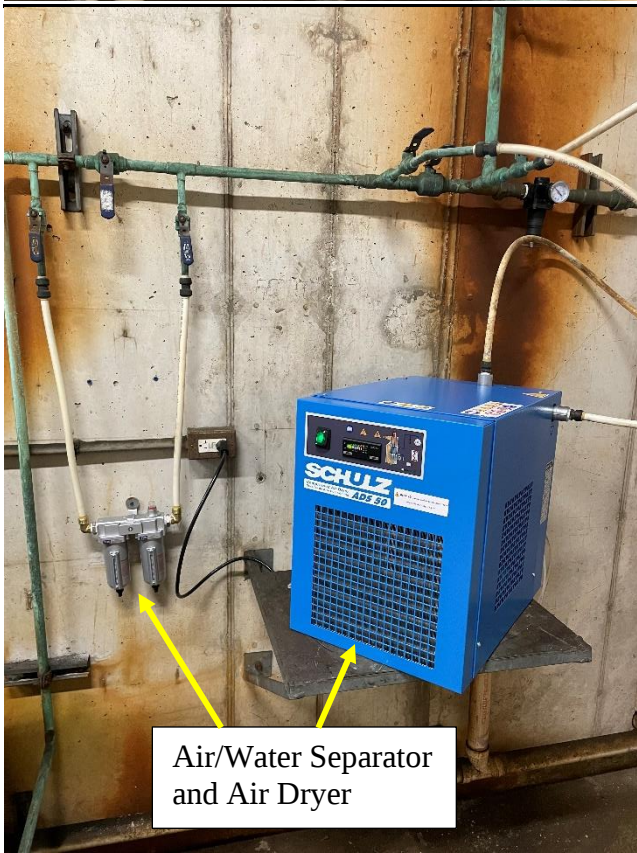
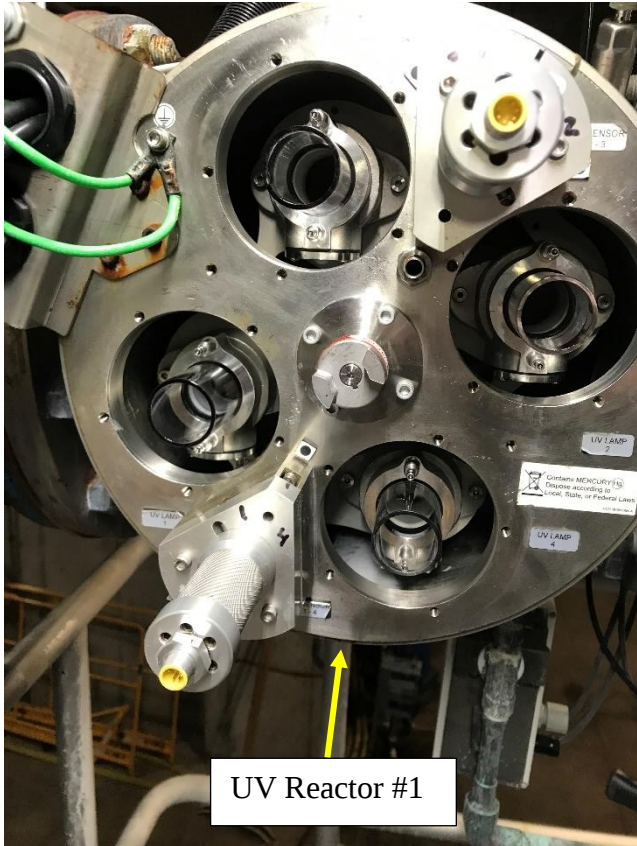
- The staff collected ten water samples throughout the water distribution system for Total Coliform and E-Coli testing. The staff also collected water samples from the CAT Water Tower before placing the water tower back in service. (See attached)
- The staff collected monthly water samples for (TOC) Total Organic Compound testing. The samples were shipped to the State Health Lab.

Concerns for the Month.

- None at this time

Photos



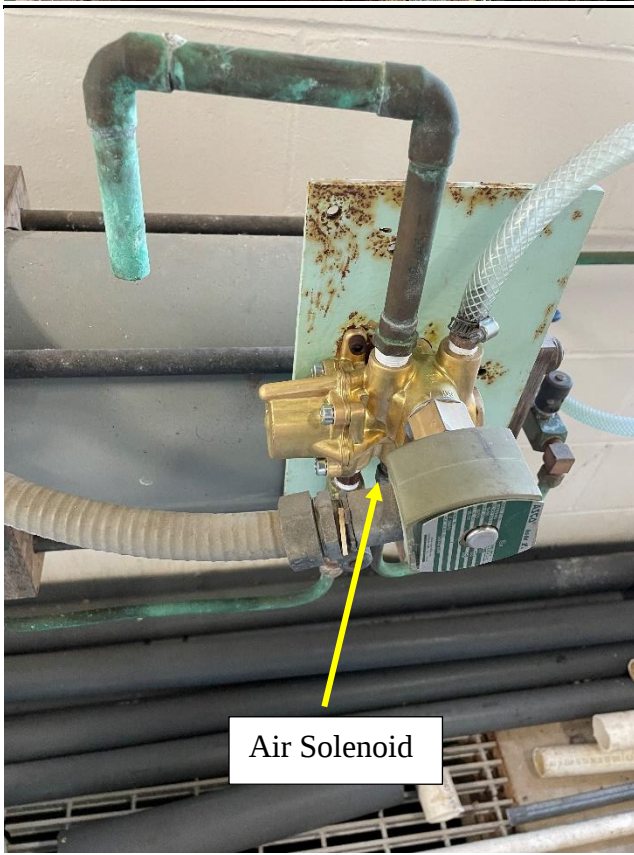




Pre-Sed Primary Flash
Mixer out for repair



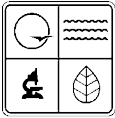
Process Air System
Pump #2



Air Solenoid



High Service Pump
Motor #1 out for repair



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM
MICROBIOLOGICAL ANALYSIS REPORT

PUBLIC WATER SYSTEM NAME City of Boonville			LABORATORY NAME Boonville Water Plant		LABORATORY TELEPHONE NUMBER WITH AREA CODE 6608824021		
STREET ADDRESS 901 Riviera Dr			CERTIFICATION NUMBER #15				
CITY Boonville		ZIP CODE 65233					
COUNTY Cooper		ID NUMBER MO3010089		SAMPLE COLLECTOR NAME OR INITIALS Brian Weber			
SAMPLE DATE MO/DAY/YR	SAMPLE TYPE	COLLECTION POINT	SAMPLE LOCATION ID	SAMPLE RESULTS		CHLORINE RESIDUAL (mg/L)	
				TOTAL COLIFORM	FECAL E-COLI	TOTAL	FREE
06/06/2023	R	614 Santa Fe Trail	16	A	A	2.6	X
06/06/2023	R	717 Main St	14	A	A	2.4	X
06/06/2023	R	1121 Main St	13	A	A	2.6	X
06/06/2023	R	2441 Pioneer St	23	A	A	1.9	X
06/06/2023	R	900 Carla Dr	17	A	A	2.0	X
06/21/2023	R	940 Oregon Trail	24	A	A	1.9	X
06/21/2023	R	1550 W Ashley Rd	11	A	A	1.8	X
06/21/2023	R	1016 Hilldell Dr	18	A	A	1.7	X
06/21/2023	R	1012 Jefferson Rd	19	A	A	1.8	X
06/21/2023	R	1216 E Morgan St	10	A	A	1.9	X
06/15/2023	S	Cat Tower Clnout smple 1		A	A	2.3	X
06/16/2023	S	Cat Tower Clnout smple 2		A	A	2.2	X
TOTAL ROUTINE SAMPLE ANALYZED 10			MONITORING VIOLATION ☐ Yes ☐ No			MCL VIOLATION ☐ Yes ☐ No	
TITLE Chief Plant Operator			DATE 07/03/2023				
SIGNATURE 							

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

PWS NAME CITY OF BOONVILLE			PWS-ID MO3010089			MONTH JUNE	
ADDRESS 901 RIVIERA DRIVE			PHONE (660) 882-4021			2023	
CITY BOONVILLE, MO		ZIP CODE 65233	COUNTY COOPER COUNTY			PLANT Main Plant	
(See instructions on back of this sheet)							
DISTRIBUTION DISINFECTION 1. Number of samples analyzed, A: <u>10</u> 2. Number of samples below 0.2 mg/L, B: <u>0</u> [(A-B)/A x 100 = C: <u>100</u> % meeting minimum disinfection required. 3. Avg. dsfctnt residual for month: <u>2.06</u> mg/l				TURBIDITY 1. Total number measurements taken monthly, A: <u>207</u> 2. number of measurements below 0.3 NTU, B: <u>207</u> [B/A] x 100 = C: <u>100</u> % meeting turbidity requirements.			
Date	Hours of Operation	Finished Water Temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L) ☐ Free Chlorine ☒ Chloramines	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl2 or 1 mg/L chloramines	Value of turbidity measurements that exceed	
						1 NTU	5 NTU
1	6.00	23	1.84	0.06	0	0	0
2	6.50	24	2.26	0.06	0	0	0
3	5.25	24	2.11	0.06	0	0	0
4	6.00	25	1.97	0.06	0	0	0
5	6.25	25	1.82	0.06	0	0	0
6	6.50	26	1.73	0.05	0	0	0
7	7.25	25	1.68	0.08	0	0	0
8	5.75	26	1.86	0.07	0	0	0
9	5.75	26	1.82	0.06	0	0	0
10	5.25	25	1.59	0.06	0	0	0
11	4.25	25	1.99	0.06	0	0	0
12	5.25	25	1.98	0.06	0	0	0
13	7.25	25	1.98	0.06	0	0	0
14	5.75	24	2.00	0.06	0	0	0
15	6.25	24	1.98	0.06	0	0	0
16	5.50	25	1.94	0.06	0	0	0
17	6.75	26	1.89	0.07	0	0	0
18	6.25	26	1.42	0.06	0	0	0
19	7.25	26	1.66	0.06	0	0	0
20	5.75	26	1.78	0.06	0	0	0
21	7.25	26	1.76	0.09	0	0	0
22	6.75	27	1.79	0.08	0	0	0
23	6.50	27	1.26	0.08	0	0	0
24	6.00	28	1.78	0.08	0	0	0
25	6.75	28	1.72	0.07	0	0	0
26	7.75	28	1.70	0.06	0	0	0
27	5.50	29	1.89	0.06	0	0	0
28	7.25	28	1.81	0.06	0	0	0
29	7.25	28	1.87	0.06	0	0	0
30	6.50	28	1.33	0.06	0	0	0
Name of Person Preparing Report Todd W. Baslee			Signature of Responsible Official 			DATE 7/5/2023	

MO 780-1904 (12-04)

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

1. Please fill out information completely and legibly.

Distribution Disinfection

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

Turbidity:

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

Hours of Operation

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

Finished Water Temperature

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

Lowest Residual Disinfectant at Entrance to Distribution System:

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

Duration Residual Disinfectant Fell Below Requirement:

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

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

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

INDIVIDUAL FILTER MONITORING & REPORTING

1. Was filter continuously monitored for turbidity and results recorded every 15 minutes?
2. Was there a failure of the continuous turbidity monitoring equipment?

YES

NO

If yes on 2., was the equipment repaired within 5 working days, or 14 days with department approval?

N/A

3. Was any individual filter level >1.0 NTU in two (2) consecutive recording fifteen (15) minutes apart?

NO

{If YES, perform "follow-up actions" no. 1}

4. Was any individual filter level, for three (3) months in a row > 1.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart?

NO

{If YES, perform "follow-up actions" no.2}

5. Was any individual filter turbidity level >2.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart for two (2) consecutive months?

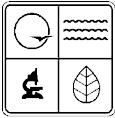
NO

{If YES, perform "follow-up actions" no. 3}

"FOLLOW-UP ACTIONS to PERFORM"

1. Report filter number(s); turbidity measurements which exceed 1 NTU; and date(s) the exceedance(s) occurred and causes if known.
2. Conduct a "Self-Assessment" of the filter(s) within fourteen (14) days of the triggering event. The system must report the date the self-assessment was triggered and the date it was completed.
3. The system must arrange to have a "Comprehensive Performance Evaluation" (CPE) performed not later than sixty (60) days following the triggering event. The CPE must be completed and submitted to the department within 120 following the trigger event.

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



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM – PUBLIC DRINKING WATER BRANCH
MONTHLY UV OPERATION REPORT

1. PUBLIC WATER SYSTEM NAME City of Boonville		PWS ID MO3010089		2. MONTH / YEAR June 2023							
ADDRESS 901 Riviera Drive		TELEPHONE NUMBER WITH AREA CODE 660-882-4021		EMAIL ADDRESS tbaslee@alliancewater.com							
CITY Boonville		ZIP CODE 65233		COUNTY Cooper							
3.	Unit	4.	Total Run Time (hrs)	5.	Total Volume (MG)	6.	Dosage (mJ/cm ²)	7.	Number of Off-Specification Events	8.	Total Off-Specification Volume (MG)
	1-Transfer		188.25		39.180		3.1		15		0.035452
	2-Tower		0.00		0.00		N/A		N/A		N/A
9. TOTAL VOLUME OF OFF-SPECIFICATION WATER PRODUCED (MG) [A] 0.035452						10. TOTAL VOLUME OF WATER PRODUCED (MG) [B] 39.180					
11. PERCENT OF OFF-SPECIFICATION WATER PRODUCED ((A)/[B]*100) 0.09%						12. PERCENT OF OFF-SPECIFICATION WATER PRODUCED <5 PERCENT ☒ YES ☐ NO					
13. Of the 8 sensors, 8 have been checked for calibration and 8 were within the acceptable range of tolerance.											
14. The following reactors had a sensor correction factor						Unit		Sensor correction factor			
15. COMMENTS The 15 off-spec events were due to spikes above 4500 gallons per minute from the mag meter. Each off-spec event reads at 30 second intervals. The mad meter is picking up particulate from the ammonium sulfate that we are feeding. Our chemical supplier has been made aware of the problem.											
16. NAME OF PERSON PREPARING REPORT Todd Baslee						17. SIGNATURE OF RESPONSIBLE OFFICIAL 				DATE 7/5/2023	

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Permit Number	Outfall Number
MO0004081	FACA
Monitoring Period	
6/1/23	6/30/23
NODI:	*****

Parameters	Reporting Requirements			Unit	Reporting Requirements		Unit
Flow, in conduit or thru treatment plant	*****	*****	*****	*****	0.531	0.173	Mgal/d
Mon. Location.: End of Pipe	*****.*	*****.*	*****.*		Monthly Avg.:Monitoring Required	Daily Max.:Monitoring Required	
Sample Type: Record							
Frequency: Monthly							
Solids accumulation rate tot dry weight	*****	0.002	0.002	g/m3/d	*****	*****	*****
Mon. Location.: End of Pipe	*****.*	Monthly Avg.:Monitoring Required	Daily Max.:Monitoring Required		*****.*	*****.*	
Sample Type: Calculated							
Frequency: Monthly							
Water treatment additives	*****	*****	*****	*****	7.357	0.188	ton/mo
Mon. Location.: End of Pipe	*****.*	*****.*	*****.*		Monthly Avg.:Monitoring Required	Daily Max.:Monitoring Required	
Sample Type: Calculated							
Frequency: Monthly							
Comments: Outfall #1 and #3							

Boonville WTP
Boonville
BOONVILLE, MO, Cooper

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Northeast Regional Office
1709 Prospect Drive
Macon, MO, 63552

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

eSignature Russell Gerling	Submission Date July 5, 2023	User Phone Number (573)476-4395
-------------------------------	---------------------------------	------------------------------------



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Environmental Services Program
PO Box 176 Jefferson City MO 65102-0176

Results of Sample Analyses

Report Date: 5/23/2023

Test Group: 2023 May THM-HAA mailing

Order ID: WO230419207



PDW-2023May-2900

Public Drinking Water Branch
MO3010089
Boonville PWS

Todd Baslee
NEW WATER PLANT
901 RIVIERA DR
BOONVILLE MO 65233

Sample: 2308125



Site: Boonville PWS

Site Number: MO3010089

Sample Location and Type: SM-B-1216 E MORGAN STREET (DBPDual-01)
/DS

County: Cooper

Collected 05/08/23 12:18

Public Drinking Water Supply

Analyte	Result	MCL	SS	Qualifier(s)
Analysis: 524.2 - Trihalomethanes by EPA 524.2				
Bromodichloromethane	19.7 µg/L			
Bromoform	1.20 µg/L			
Chloroform	42.9 µg/L			
Dibromochloromethane	8.42 µg/L			
Total THM	72.2 µg/L	80		
Analysis: 552.2 - Haloacetic Acids by EPA 552.2				
Dibromoacetic Acid	2.32 µg/L			
Dichloroacetic Acid	15.6 µg/L			
Monobromoacetic Acid	<1 µg/L			ND
Monochloroacetic Acid	<5 µg/L			ND
Trichloroacetic Acid	9.79 µg/L			
Total HAA5	27.7 µg/L	60		

Sample: 2308126



Site: Boonville PWS

Site Number: MO3010089

Sample Location and Type: SM-D-819 JEFFERSON ROAD (DBPDual-02) /DS

County: Cooper

Collected 05/08/23 12:08

Public Drinking Water Supply

Analyte	Result	MCL	SS	Qualifier(s)
Analysis: 524.2 - Trihalomethanes by EPA 524.2				
Bromodichloromethane	18.2 µg/L			
Bromoform	1.13 µg/L			
Chloroform	40.2 µg/L			
Dibromochloromethane	7.62 µg/L			
Total THM	67.2 µg/L	80		
Analysis: 552.2 - Haloacetic Acids by EPA 552.2				
Dibromoacetic Acid	1.85 µg/L			
Dichloroacetic Acid	14.4 µg/L			
Monobromoacetic Acid	<1 µg/L			ND
Monochloroacetic Acid	<5 µg/L			ND
Trichloroacetic Acid	9.13 µg/L			
Total HAA5	25.4 µg/L	60		

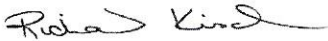
MCL- A Maximum Contaminant Level (MCL) is the legal threshold limit on the amount of a substance that is allowed in drinking water under the Federal Safe Drinking Water Act. MCLs are health based, legally enforceable standards. Drinking water results below the MCLs are considered safe.

*Lead and Copper samples have an Action Level (AL) and not an MCL. The AL levels for Lead and Copper are shown in the MCL column.

SS- Secondary Drinking Water Regulations (secondary standards) are non-enforceable guidelines regulating contaminants that may cause aesthetic effects in drinking water, such as taste, color or odor. It is recommended that water systems comply with secondary standards but water systems are not required to comply.

The analysis of this sample was performed in accordance with procedures approved or recognized by the U. S. Environmental Protection Agency.

If you have any questions, please contact the Public Drinking Water Branch's chemical monitoring coordinator Brent Weis at 573-751-3458.



Data qualifiers used in this report:

ND Not detected at reported value

Units used in this report:

µg/L micrograms per liter

Richard Kirsch
Laboratory Manager
Environmental Services Program
Division of Environmental Quality



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Environmental Services Program
PO Box 176 Jefferson City MO 65102-0176

Results of Sample Analyses

Report Date: 6/1/2023

Test Group: 2023 May TOC mailing

Order ID: WO230419208



PDW-2023May-2902

Public Drinking Water Branch
MO3010089
Boonville PWS

Todd Baslee
NEW WATER PLANT
901 RIVIERA DR
BOONVILLE MO 65233

Sample:2308127



Site: Boonville PWS

Site Number: MO3010089

Sample Location and Type: MISSOURI RIVER (Raw Water) /IN 30015

County: Cooper

Collected 05/08/23 11:00

Public Drinking Water Supply

Analyte **Result**
Analysis: Alkalinity - PWS Result by Field Dependent

MCL

SS

Qualifier(s)

Alkalinity - PWS Result 196 mg/L

Analysis: Total Organic Carbon by Standard Methods 5310-C

Total Organic Carbon 4.03 mg/L

Sample:2308128



Site: Boonville PWS

Site Number: MO3010089

Sample Location and Type: BOONVILLE - TREATMENT PLANT (Treatment Plant) /TP 50234

County: Cooper

Collected 05/08/23 11:00

Public Drinking Water Supply

Analyte **Result**
Analysis: Total Organic Carbon by Standard Methods 5310-C

MCL

SS

Qualifier(s)

Total Organic Carbon 2.60 mg/L

MCL- A Maximum Contaminant Level (MCL) is the legal threshold limit on the amount of a substance that is allowed in drinking water under the Federal Safe Drinking Water Act. MCLs are health based, legally enforceable standards. Drinking water results below the MCLs are considered safe.

*Lead and Copper samples have an Action Level (AL) and not an MCL. The AL levels for Lead and Copper are shown in the MCL column.

SS- Secondary Drinking Water Regulations (secondary standards) are non-enforceable guidelines regulating contaminants that may cause aesthetic effects in drinking water, such as taste, color or odor. It is recommended that water systems comply with secondary standards but water systems are not required to comply.

The analysis of this sample was performed in accordance with procedures approved or recognized by the U. S. Environmental Protection Agency.

If you have any questions, please contact the Public Drinking Water Branch's chemical monitoring coordinator Brent Weis at 573-751-3458.

Units used in this report:

mg/L

milligrams per liter

Richard Kirsch
Laboratory Manager
Environmental Services Program
Division of Environmental Quality

Company WO Summary

WO Range

6/1/2023

WO #	Site	WO Title	Status	Start / Due	Completed / Closed	Time on Hold	Type	Category	Hours	Costs			
										Labor	Parts	Invoice	Total
3578355	Boonville	Clean Coils & Check Filter on Split System	Closed	6/1/2023 6/4/2023	6/5/2023 6/6/2023		PM	General	00:00	.00	.00	.00	.00
3580222	Boonville	Chemical Hygiene Plan	Closed	6/1/2023 6/4/2023	6/26/2023 6/26/2023		PM	Safety	00:00	.00	.00	.00	.00
3584177	Boonville	Clean pH Probe	Closed	6/3/2023 6/6/2023	6/2/2023 6/2/2023		PM	Lab Equipment and Process Analyzers	00:00	.00	.00	.00	.00
3584478	Boonville	Oil/filter change, air filter change	Closed	6/1/2023 8/30/2023	6/1/2023 6/2/2023		WO	Vehicle	00:00	.00	.00	.00	.00
3584484	Boonville	Front end steering alignment	Closed	6/7/2023 9/5/2023	6/7/2023 6/7/2023		WO	Vehicle	00:00	.00	.00	.00	.00
3588736	Boonville	Clean Screens on Aerator	Closed	6/5/2023 6/8/2023	6/7/2023 6/7/2023		PM	Cleaning	00:00	.00	.00	.00	.00
3594124	Boonville	Check Oil On Air Compressor	Closed	6/7/2023 6/10/2023	6/7/2023 6/7/2023		PM	General	00:00	.00	.00	.00	.00
3595442	Boonville	Caterpillar Tower Washout and Inspection by Utility Services Group	Closed	6/12/2023 7/27/2023	6/19/2023 6/19/2023		WO	Cleaning	00:00	.00	.00	.00	.00
3597738	Boonville	Check and Replace Filter as Needed & Check Coils At River Pumphouse	Closed	6/10/2023 6/15/2023	6/12/2023 6/12/2023		PM	HVAC	00:00	.00	.00	.00	.00
3597739	Boonville	Check HVAC Filter & Coils In Main Plant Replace or Clean	Closed	6/10/2023 6/13/2023	6/13/2023 6/13/2023		PM	HVAC	00:00	.00	.00	.00	.00
3597740	Boonville	Check, Clean or Replace HVAC Filters & Wash Coils on North Unit	Closed	6/10/2023 6/13/2023	6/12/2023 6/12/2023		PM	HVAC	00:00	.00	.00	.00	.00
3597741	Boonville	Check, Clean or Replace HVAC Filters & Wash Coils on South Unit	Closed	6/10/2023 6/13/2023	6/12/2023 6/12/2023		PM	HVAC	00:00	.00	.00	.00	.00
3600509	Boonville	Sensor Check - UV Tower Line	Closed	6/12/2023 6/15/2023	6/26/2023 6/26/2023		PM	General	00:00	.00	.00	.00	.00
3600510	Boonville	Sensor Check - UV Transfer Line	Closed	6/12/2023 6/15/2023	6/26/2023 6/26/2023		PM	General	00:00	.00	.00	.00	.00
3603815	Boonville	AWR Safety Meeting	Closed	6/14/2023 6/17/2023	6/14/2023 6/15/2023		PM	Safety	00:00	.00	.00	.00	.00

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Generated on 7/1/2023

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Company WO Summary

WO Range

6/1/2023

WO #	Site	WO Title	Status	Start / Due	Completed / Closed	Time on Hold	Type	Category	Hours	Costs			
										Labor	Parts	Invoice	Total
3605273	Boonville	Check Oil On Air Compressor	Closed	6/14/2023 6/17/2023	6/15/2023 6/15/2023		PM	General	00:00	.00	.00	.00	.00
3605274	Boonville	Check and Clean Filters on 1.0 MG Clearwell	Closed	6/14/2023 6/17/2023	6/15/2023 6/15/2023		PM	Cleaning	00:00	.00	.00	.00	.00
3606625	Boonville	Chlorine Hoist Monthly Check	Closed	6/15/2023 6/18/2023	6/15/2023 6/15/2023		PM	Safety	00:00	.00	.00	.00	.00
3606626	Boonville	Chlorine Sensor Check - Storage Room	Closed	6/15/2023 6/18/2023	6/20/2023 6/20/2023		PM	Safety	00:00	.00	.00	.00	.00
3606627	Boonville	Chlorine Sensor Check - Feed Room	Closed	6/15/2023 6/18/2023	6/20/2023 6/20/2023		PM	Safety	00:00	.00	.00	.00	.00
3608028	Boonville	Install new Fluoride Pump	Closed	6/15/2023 7/30/2023	6/20/2023 6/20/2023		WO	General	00:00	.00	.00	.00	.00
3608114	Boonville	Remove and Repair inoperable Mud Pocket Rapid Mixer	Approved	6/15/2023 7/30/2023			WO	General	00:00	.00	.00	.00	.00
3609735	Boonville	Replace Solenoid Valve on Filter #4 Effluent Valve (Solenoid Leaking Badly)	Closed	6/16/2023 6/19/2023	6/16/2023 6/16/2023		WO	General	00:00	.00	344.00	.00	344.00
3616474	Boonville	Replace Floor Drain Cover in Ammonia Room	Closed	6/20/2023 6/23/2023	6/20/2023 6/20/2023		WO	General	00:00	.00	.00	.00	.00
3616704	Boonville	Check Oil On Air Compressor	Closed	6/21/2023 6/24/2023	6/23/2023 6/23/2023		PM	General	00:00	.00	.00	.00	.00
3617487	Boonville	Tighten Packing on East River Pump	Closed	6/21/2023 6/24/2023	6/21/2023 6/21/2023		WO	General	00:00	.00	.00	.00	.00
3617497	Boonville	Replace Solenoid Valve (that is leaking air) on #2 Filter Effluent Valve	Closed	6/19/2023 6/24/2023	6/19/2023 6/21/2023		WO	General	00:00	.00	344.00	.00	344.00
3620530	Boonville	Replace Filter #1 Influent Solenoid Valve	Closed	6/23/2023 6/26/2023	6/23/2023 6/23/2023		WO	General	00:00	.00	771.37	.00	771.37
3641986	Boonville	Replace #5 Influent Valve Solenoid Valve	Closed	6/26/2023 6/29/2023	6/27/2023 6/27/2023		WO	General	00:00	.00	.00	.00	.00
3691378	Boonville	Replace #6 Filter Effluent Solenoid Valve	Closed	6/27/2023 6/30/2023	6/27/2023 6/27/2023		WO	General	00:00	.00	1542.74	.00	1542.74
3758069	Boonville	Clean & Check 0.576 Fan	Closed	6/27/2023	6/28/2023		WO	Cleaning	00:00	.00	.00	.00	.00

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Company WO Summary

WO Range

6/1/2023

WO #	Site	WO Title	Status	Start / Due	Completed / Closed	Time on Hold	Type	Category	Hours	Costs					
										Labor	Parts	Invoice	Total		
3758256	Boonville	Check Oil On Air Compressor	Closed	6/30/2023	6/28/2023				00:00	.00	.00	.00	.00		
				6/28/2023	6/30/2023									PM	General
				7/1/2023	6/30/2023										
										.00	3002.11	.00	3002.11		



REPORT OF OPERATIONS

Boonville, Missouri

Wastewater Treatment Plant

June 2023

Submitted by Alliance Water Resources, Inc.

July 17, 2023

City Council Meeting

OUR MISSION

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

Alliance Water Resources, Inc.

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

(573)874-8080

June 2023

Administrative

Repair and Chemical Expense Report June 2023

Description	Budgeted	Actual Spent	Remaining
WWTP Repair Expense	\$40,000.00	\$3,990.79	\$36,009.21
LS Repair Expense	\$50,000.00	\$0.00	\$50,000.00
Chemicals	\$95,000.00	\$35,711.42	\$59,288.58

Treatment

- The staff performs weekly maintenance/housekeeping on the Bar Screen, Grit Collector, Oxidation Ditch, Clarifiers, Effluent Channel including the UV Disinfection System, and Digester Blowers.

Project Updates

- Smi-Co continues to repair the Clarifiers by sandblasting, grouting, and applying sealant coating to the concrete.
- The staff is in the process of conducting DMR-QA testing in the Wastewater Lab. This allows an outside lab to audit the lab results of our laboratory.

Safety

- The staff conducted its Monthly Safety meeting.

Regulatory

- The staff documents daily Flow through the Wastewater Treatment Plant, outside air temperature, rainfall, and weather conditions.
- The staff collected daily water samples throughout the Wastewater Treatment Plant for Dissolved Oxygen (DO) testing, temperature, and pH testing.
- The staff collected weekly water samples from the Effluent of the Wastewater Treatment Plant for E-Coli testing, Biochemical Oxygen Demand (BOD) testing, and Total Suspended Solids (TSS) testing.
- The staff collected monthly water samples from the Influent of the Wastewater Treatment Plant for Biochemical Oxygen Demand (BOD) testing, Total Suspended Solids (TSS) testing, and Ammonia testing. This is for monitoring purposes only and determining Wastewater Treatment Plant Percent Removal.

- The staff collected monthly water samples from the Influent of the Wastewater Treatment Plant for Total Phosphorus testing, Total Kjeldahl Nitrogen testing, and Nitrite+Nitrate testing. These water sample are transported to Inovatia Laboratories in Fayette, Mo. This is for monitoring purposes only.
- The staff collected monthly water samples from the Effluent of the Wastewater Treatment Plant for Ammonia testing.
- The staff collected monthly water samples from the Effluent of the Wastewater Treatment Plant for Oil & Grease testing, Total Phosphorus testing, Total Kjeldahl Nitrogen testing, and Nitrite+Nitrate testing. These water sample are transported to Inovatia Laboratories in Fayette, Mo. This is for monitoring purposes only.

Concerns for the Month.

- None at this time

Photos



Clarifier #1 walls and trough
concrete repair performed by Smi-co

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Permit Number	Outfall Number
MO0040738	001M
Monitoring Period	
6/1/23	6/30/23
NODI:	*****

Parameters	Reporting Requirements			Unit	Reporting Requirements		Unit
Flow, in conduit or thru treatment plant	*****	*****	*****	*****	0.850	0.671	Mgal/d
Mon. Location.: End of Pipe	*****:*****	*****:*****	*****:*****		Daily Max.:Monitoring Required	Monthly Avg.:Monitoring Required	
Sample Type: Total Measured							
Frequency: Monthly							
BOD, 5-day, 20 deg. C	*****	2.40	2.10	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	*****:*****	Weekly Avg.:45	Monthly Avg.:30		*****:*****	*****:*****	
Sample Type: 24 Hour Composite							
Frequency: Weekly							
Total Suspended Solids (TSS)	*****	5.5	3.4	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	*****:*****	Weekly Avg.:45	Monthly Avg.:30		*****:*****	*****:*****	
Sample Type: 24 Hour Composite							
Frequency: Weekly							
Escherichia coli (E. coli)	*****	37.3	21.0765	#/100mL	*****	*****	*****
Mon. Location.: End of Pipe	*****:*****	7 Day Geo.:1030	30 Day Geo. Mean:206		*****:*****	*****:*****	
Sample Type: Grab							
Frequency: Weekly							
Nitrite plus nitrate total (as N)	23.1	*****	23.1	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	Daily Max.:Monitoring Required	*****:*****	Monthly Avg.:Monitoring Required		*****:*****	*****:*****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Phosphorus, total (as P)	5.33	*****	5.33	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	Daily Max.:Monitoring Required	*****:*****	Monthly Avg.:Monitoring Required		*****:*****	*****:*****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrogen, Kjeldahl, total (as N)	1.17	*****	1.17	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	Daily Max.:Monitoring Required	*****:*****	Monthly Avg.:Monitoring Required		*****:*****	*****:*****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

pH	7.1	*****	7.5	SU	*****	*****	*****
Mon. Location.: End of Pipe	Minimum:6.5	*****:*****	Maximum:9.0		*****:*****	*****:*****	
Sample Type: Grab							
Frequency: Weekly							
BOD, 5-day, percent removal	*****	*****	98.6	%	*****	*****	*****
Mon. Location.: End of Pipe	*****:*****	*****:*****	Monthly Avg. Min.:85		*****:*****	*****:*****	
Sample Type: Calculated							
Frequency: Monthly							
Suspended Solids, percent removal	*****	*****	95.8	%	*****	*****	*****
Mon. Location.: End of Pipe	*****:*****	*****:*****	Monthly Avg. Min.:85		*****:*****	*****:*****	
Sample Type: Calculated							
Frequency: Monthly							
Nitrogen, ammonia total (as N)	0.035	*****	0.035	mg/L	*****	*****	*****
Mon. Location.: End of Pipe	Daily Max.:10.1	*****:*****	Monthly Avg.:1.3		*****:*****	*****:*****	
Sample Type: 24 Hour Composite							
Frequency: Monthly							

Comments:

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Permit Number	Outfall Number
MO0040738	INFIM
Monitoring Period	
6/1/23	6/30/23
NODI:	*****

Parameters	Reporting Requirements			Unit	Reporting Requirements		Unit
BOD, 5-day, 20 deg. C	*****	*****	148	mg/L	*****	*****	*****
Mon. Location.: Influent	*****.*	*****.*	Monthly Avg.:Monitoring Required		*****.*	*****.*	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Total Suspended Solids (TSS)	*****	*****	80	mg/L	*****	*****	*****
Mon. Location.: Influent	*****.*	*****.*	Daily Max.:Monitoring Required		*****.*	*****.*	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrogen, ammonia total (as N)	34.7	*****	34.7	mg/L	*****	*****	*****
Mon. Location.: Influent	Daily Max.:Monitoring Required	*****.*	Monthly Avg.:Monitoring Required		*****.*	*****.*	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Phosphorus, total (as P)	6.79	*****	6.79	mg/L	*****	*****	*****
Mon. Location.: Influent	Daily Max.:Monitoring Required	*****.*	Monthly Avg.:Monitoring Required		*****.*	*****.*	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrogen, Kjeldahl, total (as N)	40.9	*****	40.9	mg/L	*****	*****	*****
Mon. Location.: Influent	Daily Max.:Monitoring Required	*****.*	Monthly Avg.:Monitoring Required		*****.*	*****.*	
Sample Type: 24 Hour Composite							
Frequency: Monthly							
Nitrite plus nitrate total (as N)	<0.300	*****	<0.300	mg/L	*****	*****	*****
Mon. Location.: Influent	Daily Max.:Monitoring Required	*****.*	Monthly Avg.:Monitoring Required		*****.*	*****.*	
Sample Type: 24 Hour Composite							
Frequency: Monthly							

Comments:

Boonville WWTP
401 Main Street
BOONVILLE, MO, Cooper

State of Missouri
Department of Natural Resources
National Pollutant Discharge Elimination System (NPDES)
Discharge Monitoring Report (DMR)

Northeast Regional Office
1709 Prospect Drive
Macon, MO, 63552

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

eSignature Bernita Bright	Submission Date July 5, 2023	User Phone Number (660)882-4024
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Missouri Gaming Commission State/Local Allocation of Gaming Revenues

For the Period 6/1/2023 through 6/30/2023
Year beginning 6/1/2023

RPT MGC/3

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of Adm Tax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
06/01/2023	Thursday	\$5,336.00	\$35,322.29	\$40,658.29	\$2,668.00	\$31,790.06	\$3,532.23	\$6,200.23
06/02/2023	Friday	\$8,756.00	\$79,617.01	\$88,373.01	\$4,378.00	\$71,655.31	\$7,961.70	\$12,339.70
06/03/2023	Saturday	\$11,244.00	\$70,464.20	\$81,708.20	\$5,622.00	\$63,417.78	\$7,046.42	\$12,668.42
06/04/2023	Sunday	\$7,130.00	\$56,532.42	\$63,662.42	\$3,565.00	\$50,879.18	\$5,653.24	\$9,218.24
06/05/2023	Monday	\$4,008.00	\$28,891.98	\$32,899.98	\$2,004.00	\$26,002.78	\$2,889.20	\$4,893.20
06/06/2023	Tuesday	\$3,838.00	\$31,501.80	\$35,339.80	\$1,919.00	\$28,351.62	\$3,150.18	\$5,069.18
06/07/2023	Wednesday	\$4,980.00	\$44,315.80	\$49,295.80	\$2,490.00	\$39,884.22	\$4,431.58	\$6,921.58
06/08/2023	Thursday	\$5,392.00	\$27,597.40	\$32,989.40	\$2,666.00	\$24,837.66	\$2,759.74	\$5,455.74
06/09/2023	Friday	\$8,184.00	\$83,736.35	\$91,920.35	\$4,092.00	\$75,362.72	\$8,373.63	\$12,465.63
06/10/2023	Saturday	\$10,304.00	\$75,301.56	\$85,605.56	\$5,152.00	\$67,771.40	\$7,530.16	\$12,682.16
06/11/2023	Sunday	\$7,066.00	\$46,154.89	\$53,220.89	\$3,533.00	\$41,539.40	\$4,615.49	\$8,148.49
06/12/2023	Monday	\$3,862.00	\$29,747.77	\$33,609.77	\$1,931.00	\$26,772.99	\$2,974.78	\$4,905.78
06/13/2023	Tuesday	\$4,342.00	\$36,485.36	\$40,827.36	\$2,171.00	\$32,836.82	\$3,648.54	\$5,819.54
06/14/2023	Wednesday	\$4,528.00	\$39,750.06	\$44,278.06	\$2,264.00	\$35,775.05	\$3,975.01	\$6,239.01
06/15/2023	Thursday	\$6,054.00	\$37,483.28	\$43,537.28	\$3,027.00	\$33,734.95	\$3,748.33	\$6,775.33
06/16/2023	Friday	\$9,036.00	\$73,477.32	\$82,513.32	\$4,518.00	\$66,129.59	\$7,347.73	\$11,865.73
06/17/2023	Saturday	\$11,448.00	\$86,727.85	\$98,175.85	\$5,724.00	\$78,055.07	\$8,672.78	\$14,396.78
06/18/2023	Sunday	\$8,836.00	\$69,505.23	\$78,341.23	\$4,418.00	\$62,554.71	\$6,950.52	\$11,368.52
06/19/2023	Monday	\$5,088.00	\$37,588.04	\$42,676.04	\$2,544.00	\$33,829.24	\$3,758.80	\$6,302.80
06/20/2023	Tuesday	\$4,494.00	\$29,811.72	\$34,305.72	\$2,247.00	\$26,830.55	\$2,981.17	\$5,228.17
06/21/2023	Wednesday	\$4,864.00	\$41,859.47	\$46,723.47	\$2,432.00	\$37,673.52	\$4,185.95	\$6,617.95
06/22/2023	Thursday	\$5,648.00	\$33,559.35	\$39,207.35	\$2,824.00	\$30,203.42	\$3,355.93	\$6,179.93
06/23/2023	Friday	\$8,074.00	\$65,306.80	\$73,380.80	\$4,037.00	\$58,776.12	\$6,530.68	\$10,567.68
06/24/2023	Saturday	\$10,474.00	\$83,024.32	\$93,498.32	\$5,237.00	\$74,721.89	\$8,302.43	\$13,539.43
06/25/2023	Sunday	\$8,980.00	\$67,241.77	\$76,221.77	\$4,490.00	\$60,517.59	\$6,724.18	\$11,214.18
06/26/2023	Monday	\$4,254.00	\$29,046.33	\$33,300.33	\$2,127.00	\$26,141.70	\$2,904.63	\$5,031.63
06/27/2023	Tuesday	\$4,722.00	\$27,941.28	\$32,663.28	\$2,361.00	\$25,147.15	\$2,794.13	\$5,155.13
06/28/2023	Wednesday	\$4,714.00	\$41,845.03	\$46,559.03	\$2,357.00	\$37,660.53	\$4,184.50	\$6,541.50
06/29/2023	Thursday	\$5,404.00	\$44,293.90	\$49,697.90	\$2,702.00	\$39,864.51	\$4,429.39	\$7,131.39
06/30/2023	Friday	\$7,680.00	\$59,810.51	\$67,490.51	\$3,840.00	\$53,829.46	\$5,981.05	\$9,821.05
Casino Report Totals:		\$198,740.00	\$1,513,941.09	\$1,712,681.09	\$99,370.00	\$1,362,546.99	\$151,394.10	\$250,764.10
Casino YTD Totals		\$198,740.00	\$1,513,941.09	\$1,712,681.09	\$99,370.00	\$1,362,546.98	\$151,394.11	\$250,764.11

*Note : The figures contained in this report may be subject to adjustment.

Wide Area Progressive Jackpot Contribution Reported as Manual Jackpot on Third Saturday of Month

Friday, July 7, 2023



Date: July 17, 2023
To: Mayor and Council
From: Jeff Ditto, Director
Re: Public Works Monthly Report June 2023

Public Works Monthly Report
June 2023

WWTP:

Total flow processed – 20,130,000 gallons
Average daily flow – 671,000 gallons
Sludge disposed – 70.24

WTP:

Gallons pumped from river – 40,218,000 gallons
Gallons pumped to customers – 38,849,000 gallons
Remarks:

Water Distribution / Sewer Collection:

Replaced leaking 8" water valve and 10" tapping sleeve at Eagle Stop
Repaired water main leaks on Reams Road
Repaired Storm Drains on Reams Road
Installed new water service at 1325 Commercial Street
Installed 11 new meters

Street Department:

Repaired concrete cart paths at Golf Course
Concrete Street Repairs
Set Up and Take Down of Heritage Days
Helped PW with water main repairs
Filled Pot Holes
Yard Waste Pickup
Painted Streets
Swept streets with street sweeper

Central Garage:

Vehicles serviced and inspected – 8
Vehicle and equipment repairs – 11

Weather:

Average Temperature – 77°
High Temperature – 99° June 29th, 2023
Low Temperature – 57° June 13th, 2023
Total Rain – 0.76"
Maximum Rain – 0.37" June 11th, 2023

