



August 7, 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

II. Roll Call

III. Hearing of Citizens' Comments

- Matt Schneringer- Boonslick Heartland YMCA

IV. Approval of Minutes

- A. July 17 minutes

V. Consent Items

VI. Presentation of Accounts and Claims

- A. Appropriations

VII. Unfinished Business

- A. Second Reading of Bill No. 2023-023 Authorizing a Lease Agreement with the Boonslick Heartland YMCA.

VIII. New Business

- A. First Reading of Bill No 2023-024 Approving a development agreement with Kemper Apartments, LLC
- B. Consider Resolution No. R2023-12 Authorizing the application for funds through MoDOT's TAP program relating to Phase 1 Highway 5 Sidewalk Improvements.
- C. Sippin' Strollin' Rockin' and Rollin' Event

IX. Reports of Standing Committees

- A. Street, Alley and Sanitation Board
- B. Board of Public Works

X. Reports of City Officials

A. City Administrator

B. Mayor

C. City Clerk

XI. Miscellaneous

XII. Adjourn

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



BOONVILLE

City of Boonville

July 17, 2023

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Susan Meadows

Call to order – Pledge and Prayer The Boonville City Council met in Regular Session on July 17, 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. Susan Meadows led the prayer, after the pledge of allegiance.

II. Roll Call

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

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. June 19th council meeting minutes

The minutes stand as submitted

V. Consent Items

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

Mr. Venable moved and Ms. Meadows seconded the motion to approve the consent items. Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Venable, Davis, Atkinson, and Young. Total (8) Opposed: None (0). Absent: None (0).

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

Mr. Venable moved and Ms. Meadows seconded the motion to approve the consent items. Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Venable, Davis, Atkinson, and Young. Total (8) Opposed: None (0). Absent: None (0).

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

Mr. Venable moved and Ms. Meadows seconded the motion to approve the consent items. Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Venable, Davis, Atkinson, and Young. Total (8) Opposed: None (0). Absent: None (0).

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. Cowherd seconded the motion for approval of the ordinance. Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Venable, Davis, Atkinson, and Young. Total (8) Opposed: None (0). Absent: None (0).

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.

Mr. Cowherd moved, and Mr. Atkinson seconded the motion to approve the resolution. Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Venable, Davis, Atkinson, and Young. Total (8) Opposed: None (0). Absent: None (0).

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

Mr. Venable moved, and Mr. Cowherd seconded the motion to approve the Resolution. After some discussion,
Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Venable, Davis, Atkinson, and Young. Total (8) Opposed: None (0). Absent: None (0).

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

Mr. Venable moved, and Mr. Cowherd seconded the motion to approve the Resolution. After some discussion,
Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Venable, Davis, Atkinson, and Young. Total (8) Opposed: None (0). Absent: None (0).

D. Discussion of La Vuelta Americana event

Ms. Fjell stated this is a competitive-timed bike race that would be held at the same time as the Festival of The Arts in August. Ms. Fjell stated she and Chef Randy Ayers had already started to work together on traffic control for the 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

Ms. Fjell stated there had been a recent fire at Hail Ridge Golf Course and the Cartshed was a complete loss. Josh Black, the golf course manager's insurance, will cover the cartshed but there was recently a new tornado siren placed out on the golf course, and part of the pole burnt that will be the City of Boonville's responsibility to replace.

Ms. Fjell stated the Highway 87 waterline is out for bid and the bid will be opened August 17th.

B. Mayor- Committee Appointment

Mr Venable moved and Mr. Harvell seconded the motion to approve the committee appointment for Marilyn Atkins for Boonville Housing Authority Board. Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Venable, Davis, Atkinson, and Young. Total (8) Opposed: None (0). Absent: None (0).

C. City Clerk

XI. Miscellaneous

Mr. Young stated he had received a call from a constituent expressing frustration over tree trimming by city staff along right of ways. The constituent believes that city staff should notify impacted citizens prior to tree trimming since some citizens would take care of the tree themselves. Ms. Fjell and Parks Director Paul Linhart stated they would look into possible notification methods.

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Davis seconded the motion to Adjourn at 7:43 p.m. and the voice vote was unanimous.

A. Public Works Monthly Report June 2023

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 **August 7, 2023** the sum of **\$572,816.18**

General Fund	\$265,906.10
Sanitation	\$39,771.77
CIP Tax	\$12,060.03
Water Works	\$130,081.65
Capital Projects	\$6,010.18
Waste Water	\$97,878.19
Tourism	\$9,818.01
Gaming	\$7,264.17
Parks/Water	\$776.90
Kemper Sales Tax	\$3,249.18
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 **\$572,816.18** 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 **August 7, 2023** read for the second time this **August 7, 2023** since a copy was made available prior to the meeting.

Approved **August 7, 2023**

Mayor

Endorsed **August 7, 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

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.

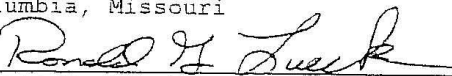
Tract 5: The south central part of the campus, including the triple tennis court and having street frontages on Walnut Street, Morton Street and the north end of Shamrock Avenue. This tract contains ten acres, more or less, and includes Lot 2 and Lots 11 thru 17, Westwood Addition to Boonville, along 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.

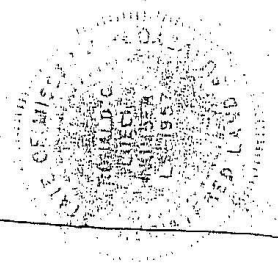
Tract 6: The western part of the campus with the athletic track area, the four story press booth and the double tennis court, containing ten acres, more or less. This tract is bounded on the north by the old M-K-T Railroad right-of-way (now the Katy Trail State Park) and the south right-of-way line of 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”

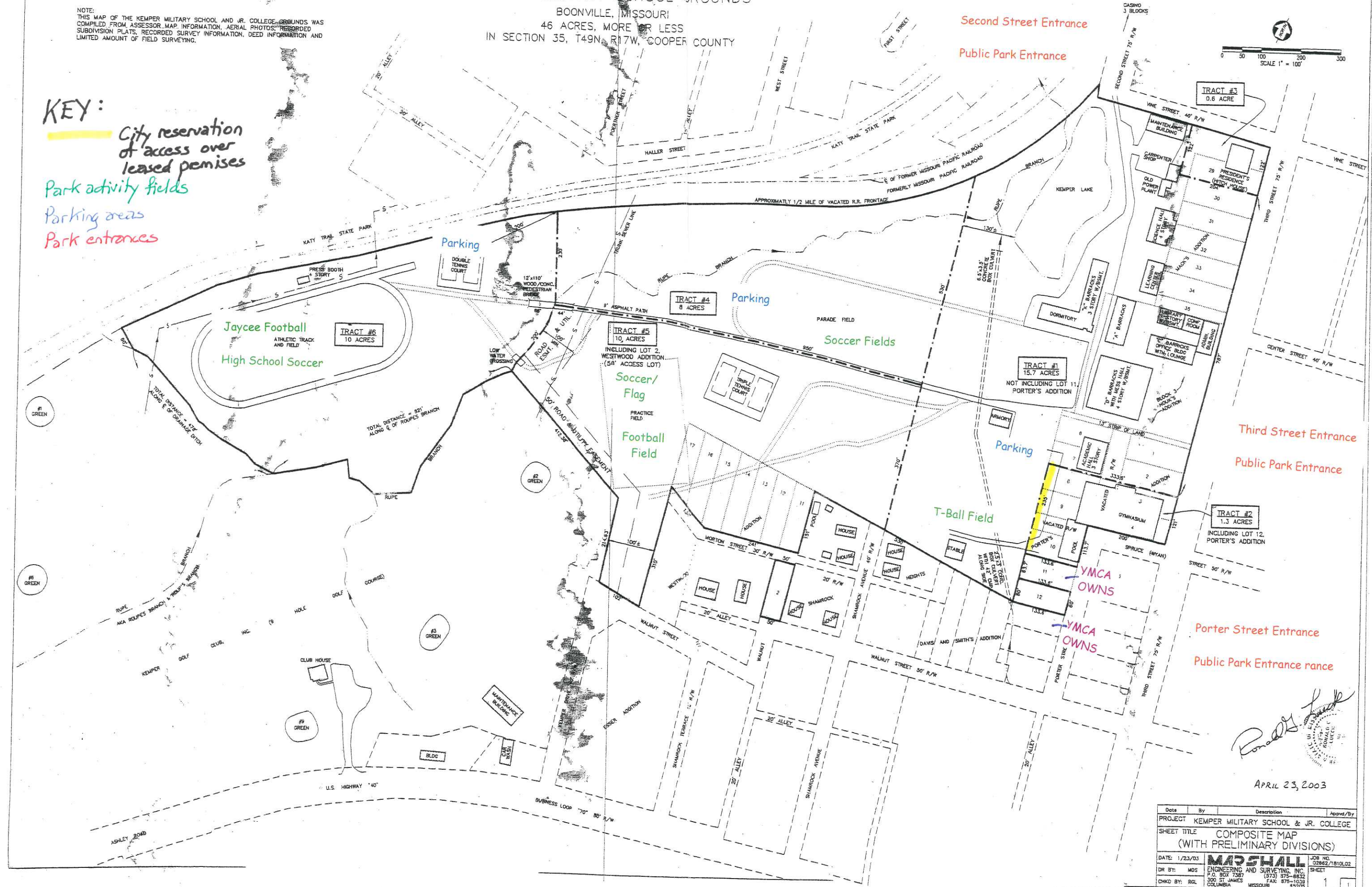
Special Designated Park Areas and Easement Areas

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



Handwritten signature
APRIL 23, 2003

Date	By	Description	Appvd/By
1/23/03	MOS	PROJECT KEMPER MILITARY SCHOOL & JR. COLLEGE SHEET TITLE COMPOSITE MAP (WITH PRELIMINARY DIVISIONS)	
DATE: 1/23/03	DR BY: MOS	CHKD BY: RGL	JOB NO. 02862/1810L02 SHEET 1
MARSHALL ENGINEERING AND SURVEYING, INC. P.O. BOX 7387 300 ST. JAMES COLUMBIA, MISSOURI 65205			

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: August 7, 2023

To: Mayor and Council

From: Kate Fjell, City Administrator

Re: First Reading of Bill No 2023-024 Approving a development agreement with Kemper Apartments, LLC

Following our work session on July 17th with Chris Ales and Kemper Apartments, LLC we will have a first reading approving the development agreement that will frame this project. This development agreement is the same as the draft agreement that was presented during the work session.

**AN ORDINANCE AUTHORIZING THE CITY OF BOONVILLE
TO ENTER INTO A DEVELOPMENT AGREEMENT WITH
KEMPER APARTMENTS, LLC.**

WHEREAS, Kemper Apartments, LLC (the “Developer”) has met with City Council, City Staff and worked with City Engineers to develop senior housing at FT Kemper Park, specifically D Barracks and A Barracks; and

WHEREAS, the Developer and the City of Boonville, Missouri (the “City”) desire to enter into an agreement relating to the construction of parking, abatement of asbestos and the construction of 55 senior housing units at D Barracks and A Barracks to accommodate development on FT Kemper Park;

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

Section 1. Approval of Development Agreement. The City Council hereby approves the Development Agreement (attached as **Exhibit A**) in substantially the form submitted to and reviewed by the City Council on the date hereof, with such changes therein as are approved by the officers of the City executing such document, provided that such changes are in substantial conformity with the form of document approved by the City Council, such officers’ signatures thereon being conclusive evidence of their approval. The City Administrator is hereby authorized and directed to execute and deliver such document on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix or imprint the City’s seal to such document and attest said seal.

Section 2. Further Authority. The officials and agents of the City are hereby authorized and directed to take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Development Agreement.

Section 3. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted, and this Ordinance shall be amended to the extent possible to conform to the original intent of the City.

Section 4. Effective Date. This Ordinance will take effect and be in full force from and after its adoption by the City Council and approval by the Mayor.

READ FOR THE FIRST TIME: _____ DAY OF JULY, 2023

READ FOR THE SECOND TIME AND PASSED THIS 7th DAY OF AUGUST, 2023 BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI.

CITY OF BOONVILLE, MISSOURI

Name: Ned Beach
Title: Mayor

[SEAL]

ATTEST:

Name: Amber Davis
Title: City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

[On file in the office of the City Clerk.]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2023 (the “**Effective Date**”), between **Kemper Apartments, LLC**, a Missouri limited liability company (the “**Developer**”) and the **City of Boonville, Missouri**, a Missouri municipal corporation (the “**City**”).

WHEREAS, since 2001, the City has owned the land on which the former Kemper Military School is located, including (until recently) the buildings commonly known as “A Barracks” and “D Barracks” located on the property legally described on **Exhibit A** hereto (the “**Project Site**”); and

WHEREAS, on November 7, 2022, the City Council passed Resolution No. R2022-19 (the “**Intent Resolution**”), which expressed the City’s support toward the renovation and rehabilitation of the “A Barracks” and “D Barracks” (the “**Buildings**”) to be used for senior housing (as more fully described herein, the “**Housing Project**”), which the City Council believes will significantly contribute to the local quality of life and help to provide economic growth within the City; and

WHEREAS, the Intent Resolution identified certain preliminary actions to be taken by the City and by the Developer with respect to the Housing Project, including engaging MECO Engineering, assist in environmental remediation, conducting a market study and exploring tax credit financing; and

WHEREAS, in connection therewith, the City has transferred title to the Project Site to the Boonville Community Development Corporation (the “**BCDC**”), which intends to apply for grant funds to pay part of the costs of environmental remediation of the Buildings; and

WHEREAS, based on initial investigations and consultations, the parties have determined that the Housing Project is financially feasible; and

WHEREAS, the City Council finds that it is in the best interest of the public to enter into this Agreement to identify the respective agreements and obligations of each party with respect to the Housing Project;

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions. As used in this Agreement and unless otherwise defined herein, the following words and terms shall have the following meanings:

“*City Code*” means the Code of General Ordinances, City of Boonville, Missouri, as the same may be amended from time to time.

“*Governmental Approvals*” means all site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals required by the City Code or this Agreement for the implementation of the Housing Project.

“*Housing Project*” means (a) the design and construction of all infrastructure improvements required for the Housing Project; (b) the construction of approximately 55 multi-family residential units and approximately 14 parking spaces within the “A Barracks” and the “D Barracks”; and (c) all other work reasonably necessary to complete the Housing Project and effectuate the intent of this Agreement.

“State” means the State of Missouri.

Section 2. Environmental Remediation. The City will use commercially reasonable efforts to, in coordination with the BCDC, finance and complete any necessary environmental remediation, including asbestos abatement, within the Buildings and on the Project Site, in accordance with the requirements of the Missouri Department of Natural Resources.

Section 3. Additional Parking. To provide additional parking for the Housing Project, the City agrees to construct at least 70 spaces within Kemper Park, at the location shown on the map attached as **Exhibit B** hereto; these spaces will be in addition to the shared parking lots currently available on the campus and, if reasonably required by lenders or state agencies, the City will restrict use of those 70 spaces for the Housing Project. The City commits to complete the parking lot (including striping thereof) before the Developer completes construction of the Housing Project. The parking lot will be constructed of asphalt or concrete to the same standard as if the Developer were required to construct the parking lot under the City Code.

Section 4. Availability of Public Utility Services. The City and the Developer acknowledge that the availability of public utility services is critical to the Housing Project. The Developer acknowledges that gas and electric service are available at the Project Site. The City will pay any reasonable costs to provide water and sewer lines to the Project Site, if necessary.

Section 5. Maintenance of Certain Improvements. The City agrees to be responsible for 100% of the costs to maintain, repair or replace the sidewalks, parking lots and roads at the Kemper Park, including, without limitation, snow removal, resurfacing road surfaces, replacing and repairing curbs and gutters, and keeping all of the same in good condition, regardless of who owns title to the underlying real estate on which such improvements are located. If the Developer completes the Housing Project, the obligations of the City under this Section shall survive termination of this Agreement.

Section 6. Construction of the Housing Project.

(a) The Developer shall, ~~within~~ days promptly after the execution of this Agreement, submit plans and specifications to the City for construction of the Housing Project. The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State. The City agrees to waive the first \$20,000.00 in building application and permit fees that would otherwise have been chargeable to the improvements that are part of the Housing Project under the City Code.

(b) The Developer will be solely responsible for obtaining financing for the Housing Project. The City will reasonably cooperate with the Developer to prepare and submit financing applications to appropriate organizations, including but not limited to the State Historic Preservation Office (SHPO), the National Park Service and the Missouri Housing Development Commission (MHDC).

(c) The City agrees to execute an option agreement, to be prepared by the Developer but subject to the City’s reasonable approval, providing the Developer an exclusive right to purchase the Project Site and the improvements thereon (the “**Option**”). The Option shall have an initial term of December 31, ~~2025~~2026, with two one-year extensions so long as the Developer provides evidence to the City’s reasonable satisfaction that the Developer is actively pursuing and has a reasonable likelihood of obtaining funding from MHDC and/or SHPO.

(d) The Developer shall have the right to have access to the Project Site at any time while the Option is effective to perform such inspections, surveys, testing and other activities preliminary to construction as the Developer deems reasonably necessary.

(e) Simultaneously with closing of financing for the Housing Project and admission of the tax credit investors into the development entity (i.e., the Developer or such other entity that undertakes the Housing Project) (the “**Closing Date**”), the City will convey, or cause the conveyance of, the Project Site and the improvements thereon to the Developer or such other entity as the Developer may designate. Such conveyance shall be by special warranty deed for nominal consideration. The City will also provide, at the City’s expense, appropriate easements for rights-of-way, utilities and drainage.

(f) The City will, at its sole cost and expense, furnish the Developer an ALTA 2006 Owner’s Title Insurance Policy, from a mutually acceptable title company authorized to issue title insurance in Missouri (the “**Title Company**”), insuring the Developer’s title to the Project Site as of the Closing Date. The City will, promptly following the execution of the Option, deliver to the Developer a commitment for the policy (the “**Commitment**”), together with legible copies of all documents referenced in the schedules to the Commitment. If the Commitment is not satisfactory to the Developer in its sole and absolute discretion, the Developer will advise the City of the Developer’s objections within 10 days after receipt of the Commitment and copies of the documents referenced in the schedules to the Commitment. The City will remedy any matters to which the Developer objects and will, at least two days before Closing, have delivered to the Developer a revised Commitment reflecting that such remedy has been effected. If the City is unable to deliver the policy of title insurance as required by this Section, the Developer will have the option either (i) to elect to accept such policy of title insurance as the City is able to deliver, or (ii) to elect to terminate this Agreement, and neither party will have any further obligation under this Agreement.

(g) The Developer shall construct, or cause the construction of, the Housing Project in accordance with this Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and approvals. The Developer shall endeavor in good faith and with reasonable diligence to proceed with and construct the Housing Project by December 31, 2026. Construction of the Housing Project shall be deemed to have occurred when the City issues an occupancy permit pursuant to the City Code for all units within the Buildings.

Section 7. Release and Indemnification.

(a) Notwithstanding anything herein to the contrary, the City and its governing body, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

(b) The Developer releases from and covenants and agrees that the City and its governing body, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify, defend and hold harmless the City and its governing body, officials, agents, employees and independent contractors against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Housing Project, except as such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(c) The Developer agrees to indemnify, defend and hold harmless the City and its governing body, officials, agents, employees and independent contractors from and against any and all suits, claims and attorneys' fees resulting from, arising out of, or in any way connected with (i) the construction of the Housing Project or (ii) the negligence or willful misconduct of the Developer or its officers, managers, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Housing Project, except as such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(d) The Developer agrees to indemnify, defend and hold harmless the City and its governing body, officials, agents, employees and independent contractors from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, relating to: (i) from and after the Developer's acquisition of the Project Site, any violation, actual or alleged, or any other liability, under or in connection with any environmental laws relating to any products or materials located upon, delivered to or in transit to or from the Project Site in connection with the construction of the Housing Project, regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the Developer or any third party or otherwise; or (ii) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

(e) The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, managers, agents, employees or independent contractors or any other person who may be about the Project Site or the Housing Project due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(f) No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer in the event of a default or breach by any party under this Agreement.

(g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

(h) The provisions of this Section 7 shall survive the termination of this Agreement.

Section 8. Representations, Warranties and Covenants.

(a) *By the City.* The City represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) The City is a third-class city organized and existing under the laws of the State and by proper action has been duly authorized to execute, deliver and perform this Agreement.

(ii) To the best of the City's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(iii) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

(iv) Prior to conveyance thereof to the Developer, the City will have good, merchantable and insurable title to the Project Site, free and clear of all mortgages, liens, security interests, charges, claims, restrictions and other encumbrances of every kind except as otherwise specifically provided for in this Agreement or as will be discharged at or before conveyance of the Project Site to the Developer (or its designee), and there will be no restrictions on the transfer of the Project Site at the time of conveyance. In addition, there will be no outstanding actions or rights of first refusal to purchase the Project Site, or any portion thereof, or interest therein. There will be no leases or other contracts which affect the Project Site. At the time of conveyance of the Project Site, no person or entity, other than the Developer (or its designee), will have any right of possession to any portion of the Project Site.

(b) *By the Developer.* The Developer represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) The Developer is a limited liability company duly organized and existing under the laws of the State and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(ii) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(iii) There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the completion or operation of the Housing Project.

(iv) After acquisition of the Project Site and continuing until the City issues an occupancy permit for the Housing Project, the Developer agrees to maintain commercial general liability insurance for the Housing Project in a policy amount of not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as may be revised annually by the Missouri Department of Insurance. The Developer further agrees to name the City as an additional insured with respect to such insurance policy and to annually provide evidence of such insurance policy to the City.

(v) After acquisition of the Project Site and continuing until the City issues an occupancy permit for the Housing Project, the Developer agrees to annually provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City's legal counsel) that insures the Developer's obligations to indemnify the City, as provided in this Agreement.

Section 9. Termination. This Agreement shall terminate upon the earliest of the following:

(a) before closing of financing for the Housing Project, the Developer determines that funding is unlikely and therefore that the Housing Project is not feasible;

(b) written notice is provided by the aggrieved party to the defaulting party to terminate this Agreement pursuant to **Section 10(b)**; or

(c) the completion of the Housing Project in accordance with this Agreement.

Section 10. Default and Remedies.

(a) *Events of Default.* The following shall be events of default (each, an “**Event of Default**”) with respect to this Agreement:

(i) any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other party pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made; or

(ii) breach by a party of any material covenant, warranty or obligation set forth in this Agreement.

(b) *Remedies on Default.* In the case of an Event of Default by a party hereto or any successor to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within 60 days after receipt of such notice. If the Event of Default is not cured or remedied within such 60 day period (or, in the case of an Event of Default that cannot be cured within a 60 day period, the defaulting party does not make reasonable progress toward curing the default and/or does not notify the aggrieved party of when such default will be cured), then the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the party in default of its obligations.

(c) *Other Rights and Remedies of Parties; Delay in Performance Waiver.*

(i) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other party.

(ii) The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by any party with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be

considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect with regard to any other rights of the party making the waiver or any other obligations of the other party.

(iii) Neither the City nor the Developer, nor any successor in interest, as the case may be, shall be considered in breach of, or in default of, any of its obligations under this Agreement or otherwise with respect to the Housing Project, or progress in respect thereto, in the event of delay in the performance of any such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, acts of a public enemy, acts of federal, state or local government (other than the City), litigation instituted by third parties, acts of the other party, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of such obligations by the City or the Developer shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within 30 days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of delay.

Section 11. Amendment or Modification. The parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the parties hereto.

Section 12. Third Party Rights. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

Section 13. Scope. This Agreement constitutes the entire Agreement between the parties, and no statements, promises or inducements that are not contained in this Agreement will be binding on the parties.

Section 14. Severability. If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision hereof, and the rights of the parties will be construed as if the illegal or unenforceable part, term or provision was never part of this Agreement.

Section 15. Transferability. This Agreement may not be assigned by the Developer without the express written approval of the City unless such assignment is to an entity succeeding to all or substantially all of the business of the Developer or to an entity controlled by the Developer or under common control with the Developer (in which case the Developer shall provide notice to the City of such assignment within 10 days from the date of such assignment).

Section 16. Notice. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, and addressed as follows:

To the City:	City of Boonville
	401 Main Street
	Boonville, Missouri 65233
	Attn: City Administrator

To the Developer: Kemper Apartments, LLC
7152 Eldorado Pointe
West Des Moines, Iowa 50266
Attn: Jim Bergman

Section 17. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable State law.

Section 18. Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Cooper County, Missouri. The Developer expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

Section 19. Missouri Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

Section 20. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Developer will provide the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

Contemporaneous with the Developer's execution of this Agreement, the Developer shall by sworn affidavit in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, and provision of documentation, affirm the Developer's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Project, all as required by Section 285.530 of the Revised Statutes of Missouri. The Developer shall also sign and deliver to the City an affidavit affirming that the Developer does not and will not knowingly employ in connection with the Private Development any person who is an unauthorized alien and, if and as required by Section 285.530 of the Revised Statutes of Missouri, the Developer shall obtain from each contractor employed by or on behalf of the Developer in connection with the Private Development affidavits affirming that such contractors do not and will not knowingly employ in connection with the Private Development any person who is an unauthorized alien.

Section 21. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

Section 22. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

CITY OF BOONVILLE, MISSOURI

By: _____
Name: Kate Fjell
Title: City Administrator

(SEAL)

ATTEST:

By: _____
Name: Amber Davis
Title: City Clerk

KEMPER APARTMENTS, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT SITE

EXHIBIT B
PARKING DIAGRAM

EXHIBIT B

PARKING DIAGRAM

AFFIDAVIT

COMPLIANCE WITH THE WORK AUTHORIZATION LAW

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of GS Brentwood Land Development, LLC, a Missouri limited liability company (the “*Company*”), and am authorized by the Company to attest to the matters set forth herein.

The Company has no employees and is not expected to have any employees in the future. All employment matters related to projects undertaken by the Company in the City of Brentwood, Missouri, will be administered by its affiliate, Green Street Real Estate Ventures, LLC (“*Green Street*”). I hereby affirm Green Street’s enrollment and participation in a “federal work authorization program” as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Green Street does not knowingly employ any person who is an “unauthorized alien” as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Further Affiant Sayeth Not.

GS BRENTWOOD LAND DEVELOPMENT, LLC

By: _____
_____, Manager

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires on: _____

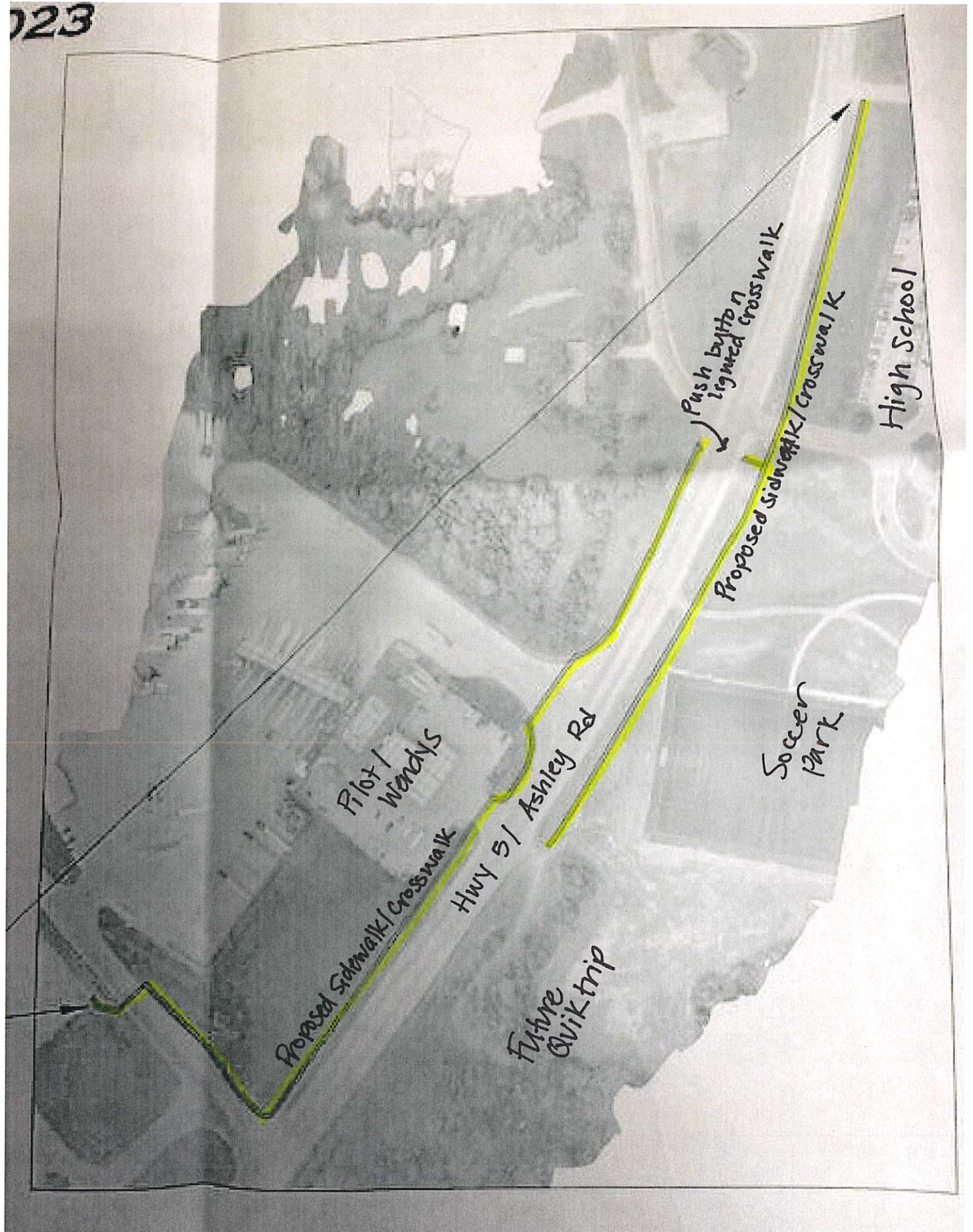
Date: August 7, 2023

To: Mayor and Council

From: Kate Fjell, City Administrator

Re: Consider Resolution No. R2023-12 Authorizing the application for funds through MoDOT's TAP program relating to Phase 1 Highway 5 Sidewalk Improvements.

As I have mentioned in past Council meetings, we are proceeding with submitting a TAP grant to MoDOT to begin construction of a sidewalk on Ashley Road. With the development of Quik Trip, we have decided to start at the far end of town and work back toward the downtown. This will be the first phase of the project. The TAP grant is an 80/20 project, with the City providing 20% of the funds. The application is due in mid August.



RESOLUTION NO. R2023-12

A RESOLUTION AUTHORIZING THE CITY OF BOONVILLE’S APPLICATION FOR FUNDS THROUGH MoDOT’S TRANSPORTATION ALTERNATIVES (TAP) PROGRAM AND AUTHORIZING THE SUBMISSION OF AN APPLICATION RELATING TO THE PROPOSED PHASE 1 – HIGHWAY 5 SIDEWALK IMPROVEMENTS.

WHEREAS, there are no sidewalks on Highway 5 (Ashley Road) allowing for safe pedestrian access.

WHEREAS, development along Highway 5 (Ashley Road) has increased and the need for safe pedestrian access is necessary.

BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

SECTION 1: At a regular meeting of the City Council of the City of Boonville held on August 7, 2023. The city council endorsed the submittal of the Transportation Alternatives Program Application for the proposed Boonville sidewalk improvements along Highway 5, Phase 1.

SECTION 2: The City Council further acknowledges the TAP proceeds could include 80% of the project costs, and the City of Boonville would be responsible for any remaining costs.

SECTION 3: That the Mayor and the City Clerk are hereby authorized to execute, and attest said agreement on behalf of the City of Boonville.

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

Passed this 7th day of August 2023, by the City Council of Boonville, Missouri

(SEAL)

ATTEST:

Ned Beach, Mayor

Amber Davis, City Clerk

CERTIFICATE

I, the undersigned City Clerk of the City of Boonville hereby certify that the above foregoing is a true and correct copy of the Resolution Expressing Support of the City of Boonville’s Application for Funds Through MoDOT’s Transportation Alternatives Program and Authorizing the Submission of an Application Relating to the proposed Phase 1 – Highway 5 Sidewalk Improvements Project, as the same appears of record in my office and as it was adopted and approved by the Board of Alderman of the City of Boonville, Missouri.

Said Resolution has not been altered amended or repealed as of this _____ day of August 2023.

(SEAL)

Amber Davis, City Clerk



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: Sippin' Strollin' Rockin' & Rollin'
Event Start Date: September 23, 2023 Event End Date: September 23, 2023
City Deliveries - September 22, 2023 (mainly 8am - 3pm)
Date of Set Up: Main Set Up - September 23, 2023 Times: 6am - 12 Midnight
If needed: September 24, 2023 Morning
Date of Tear Down: September 23, 2023 Times: 7pm (some) - 12 Midnight
Proposed Location: Downtown Boonville - Primary Bordered by 4th to 6th Streets & High to Vine Streets

☒ Downtown Area ☐ Kemper Park ☐ Harley Park
☐ Second Street Area ☐ Depot District *State Park Permit required also

Expected Attendance: 500 - 750 # of Staff & Volunteers: 75

Are Vendors Expected? YES ☒ NO ☐ If YES, how many? Not Sure Yet 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

Boonville Area Chamber of Commerce and
Company/ Organization Name: Boonslick Regional Library - Cooper County Branch / Friends of the Library
Organizer's Name: MaryPat bele and Ken Hirlinger, Co-Chairs
Mailing Address: 90 Boonville Area Chamber of Commerce, First Street, Boonville MO 65233
Email Address: MaryPat - margpatabele@gmail.com Ken - khirlinger@summerone.com
Phone: _____ MaryPat - Cell Phone: 660-888-1611
Phone: _____ Ken - Cell Phone: 573-864-1763

WHAT CITY SERVICES WILL BE REQUESTED

<u>City Services-</u>	<u>Yes or No</u>	<u>Describe Your Needs-</u>
Electricity Hookup *AMEREN	☒ ☐	<u>Exact Number and Location</u>
Water Hookup	☐ ☒	<u>Being Determined; will advise</u>
Dumpster / Trash Cans	☒ ☐	
Picnic Tables	☒ ☐	
Street Closure	☒ ☐	

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: September 23, 2023 Number of Parade Entries: N/A

Set up Time: Overall - Start Time: (6 am - 12 midnight+) All day and into evening

Parade Route: N/A

Staging Location: Downtown Main Street and areas between 4th + 6th Streets

Request for Parking Restrictions: ☒ Yes ☐ No

Street Sweeper Requested: ☐ Yes ☒ No

Description of Parking Restriction Request: Main Street (both sides) from High Street to Chestnut Street

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.

Mark Your Calendar!



Please Join Us

Saturday, September 23

for the

Second Annual

Sippin' Strollin' Rockin' & Rollin'

in

Historic Downtown Boonville

Wine ~ Craft Beer ~ Distillery Spirits

Sponsored by

Boonville Area Chamber of Commerce &

Boonslick Regional Library - Cooper County Branch

Mary Pat Abele, Co-Chair &

Vendor Registration

660.888.1611

marypatabele@gmail.com

Ken Hirlinger, Co-Chair

573.864.1763

khirlinger@sumnerone.com

STREET, ALLEY, and SANITATION BOARD
City of Boonville
Street, Alley, and Sanitation Meeting Minutes
July 19, 2023

The Street, Alley and Sanitation Board met at the City Services Building, 1200 Locust Street. at 5:00pm on July 19, 2023. The following voting members were present: Lewis Miller, Rex Meyers, and David Smith. Jeff Ditto, Director of Public was also present.

ABSENT OR EXCUSED: Wayne Jones

MINUTES: No minutes due to no quorum.

PUBLIC COMMENTS: None

OLD BUSINESS:

1. Discuss parking on Wingate Drive.
 - a. A motion was made by Lewis Miller and seconded by Rex Meyers to table discussion until the next meeting.
2. Sidewalk on Spring Street in front of the Victorian mansion.
 - a. A motion was made by David Smith and seconded by Lewis Miller that the sidewalk is corrected.

NEW BUSINESS:

1. Request for a one way on dead end alley at the end of Shamrock Avenue.
 - a. Motion by Rex Meyers and seconded by Lewis Miller to table discussion until the next meeting.
2. Parking at Village Garden
 - a. Motion made by Rex Meyers and seconded by Davis Smith to table discussion until next meeting.

MISCELLANEOUS: None

ADJOURN: With no further business, David Smith moved the meeting to be adjourned at 5:34 p.m., seconded by Lewis Miller. The vote was unanimous.

Respectfully Submitted,

Jeff Ditto, Director of Public Works

**BOARD OF PUBLIC WORKS
MEETING
July 27, 2023**

The Board of Public Works met at the City Services Building at 1200 Locust, 5:30 p.m. July 27, 2023. The following voting members were present: Ed Scrivner, James Quint, and Dale Monteer. Other members present: Jeff Ditto, Director of Public Works.

ABSENT or EXCUSED: Glenn Bishop and Barry Elbert, Council Representative.

MINUTES:

The Board talked about what water leaks could be credited per ordinance. A motion to approve the minutes was made by Ed Scrivner and seconded by James Quint.

PUBLIC COMMENTS: None.

ACCOUNTS:

Bills were presented. A motion to approve bills was made by Dale Monteer and seconded by Ed Scrivner.

OLD BUSINESS: None

NEW BUSINESS: None

MISCELLANEOUS: None

ADJOURN:

With no further business the meeting was adjourned at 5:44 p.m. with the motion from Ed Scrivner, seconded by James Quint. Voting yes: Dale Monteer. Voting no: none.

Respectfully submitted,

Jeff Ditto

Approved by:

Ed Scrivner, Chairman