



City Of
BOONVILLE

City of Boonville

October 2, 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. Drew Davis

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. September 18 council minutes

V. Consent Items

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A. Second Reading of Bill No. 2023-027 Approving a final site plan for QuikTrip located at 1802 West Ashley Road

VIII. New Business

A. First Reading of Ordinance 2023-028 Authorizing and Approving Agreements and Easements with Climavision Properties, LLC for Radar Systems on Water Tower

IX. Reports of Standing Committees

A. Boonville Housing Authority

X. Reports of City Officials

A. City Administrator

B. Mayor

C. City Clerk

D. Economic Developer

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

September 18, 2023

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Whitney Venable

Call to order – Pledge and Prayer The Boonville City Council met in Regular Session on September 18, 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. Whitney Venable led the prayer, after the pledge of allegiance.

II. Roll Call

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

III. Hearing of Citizens' Comments

- Presentation and discussion with Climavision regarding weather radar installation on Boonville Water Tower

Tara Goodie and Emily from Climavision came before the council remotely to give a presentation about a gap-filing weather radar project. Boonville is located in a gap of radar coverage and Climivision wants to place a radar on top of one of our water towers to fill that gap and provide better weather coverage. This radar lease agreement is a no-cost agreement and Climavision would provide the city and county with access to a live radar viewer and would do all the maintenance for the radar.

IV. Approval of Minutes

A. September 5 Council meeting minutes

The minutes stand as submitted

V. Consent Items

- A.** Consider Change Order No. 3 from Midstate Pipeline Maintenance LLC in the amount of <\$0.00> for Sanitary Sewer Improvements 2023

Mr. Venable moved and Mr. Cowherd seconded the motion to approve the consent items.

Roll call was taken. Ayes: Venable, Davis, Young, Cowherd, Harvell, and Elbert Total (6)

Opposed: None (0). Absent: Susan Meadows and Brad Atkinson (2).

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. Mr.

Venable moved and Mr. Davis seconded the motion to approve the ordinance appropriating money. Roll call was taken. Ayes: Venable, Davis, Young, Cowherd, Harvell, and Elbert Total (6) Opposed: None (0). Absent: Susan Meadows and Brad Atkinson (2).

VII. Unfinished Business

None

VIII. New Business

- A.** Resolution R2023-15 Supporting Terravest Developments, Inc Village at Kemper Greens Housing Development

Mr. Cowjerd moved and Mr. Young seconded the motion to approve the Resolution. Roll call was taken. Ayes: Venable, Davis, Young, Cowherd, Harvell, and Elbert Total (6) Opposed: None (0). Absent: Susan Meadows and Brad Atkinson (2).

IX. Reports of Standing Committees

- A.** Planning and Zoning (Drew Davis)

Minutes are in the packet

- B.** Street, Alley, and Sanitation Board (Susan Meadows)

Minutes in the packet

X. Reports of City Officials

- A.** City Administrator

Ms.. Fjell stated if the council is on board then the city will move forward with the Climavision radar proposal. The council was in favor of moving forward with the proposal.

- B.** Mayor

- Committee Appointments

Mr. Venable moved and Mr. Davis seconded the motion to approve the committee appointments for the Fire Board and Architectural Review Board. Roll call was taken. Ayes: Venable, Davis, Young, Cowherd, Harvell, and Elbert Total (6) Opposed: None (0). Absent: Susan Meadows and Brad Atkinson (2).

C. City Clerk

None

XI. Miscellaneous

None

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Venable seconded the motion to Adjourn at 7:26 p.m. and the voice vote was unanimous.

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 **October 2, 2023** the sum of **\$650,286.09**

General Fund	\$161,124.65
Sanitation	\$38,864.26
CIP Tax	\$19,435.42
Water Works	\$243,058.05
Capital Projects	\$0.00
Waste Water	\$158,593.93
Tourism	\$4,639.13
Gaming	\$22,337.99
Parks/Water	\$2,082.66
Kemper Sales Tax	\$150.00
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 **\$650,286.09** 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 **October 2, 2023** read for the second time this **October 2, 2023** since a copy was made available prior to the meeting.

Approved **October 2, 2023**

Mayor

Endorsed **October 2, 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: October 2, 2023

To: Mayor and Council

From:

Re: Second Reading of Bill No. 2023-027 Approving a final site plan for QuikTrip located at 1802 West Ashley Road

BILL NO: 2023-027

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL SITE PLAN FOR QUIKTRIP AT 1802 WEST ASHLEY ROAD, BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, QuikTrip is proposing to improve the property at 1802 West Ashley Road; and

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

WHEREAS, final plans were presented to the Planning and Zoning Commission, which voted on September 12, 2023, to approve the final site plans. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended their approval by the Council.

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

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

SECTION 1: That the final site plan as shown and indicated in **Exhibit A**, attached hereto and made a part hereof, at 1802 West Ashley Road in the City of Boonville, Cooper County, Missouri should be and is hereby approved.

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

READ FOR THE FIRST TIME 18th DAY OF SEPTEMBER 2023

READ FOR THE SECOND TIME AND PASSED THIS 2ND DAY OF OCTOBER 2023, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS READING.

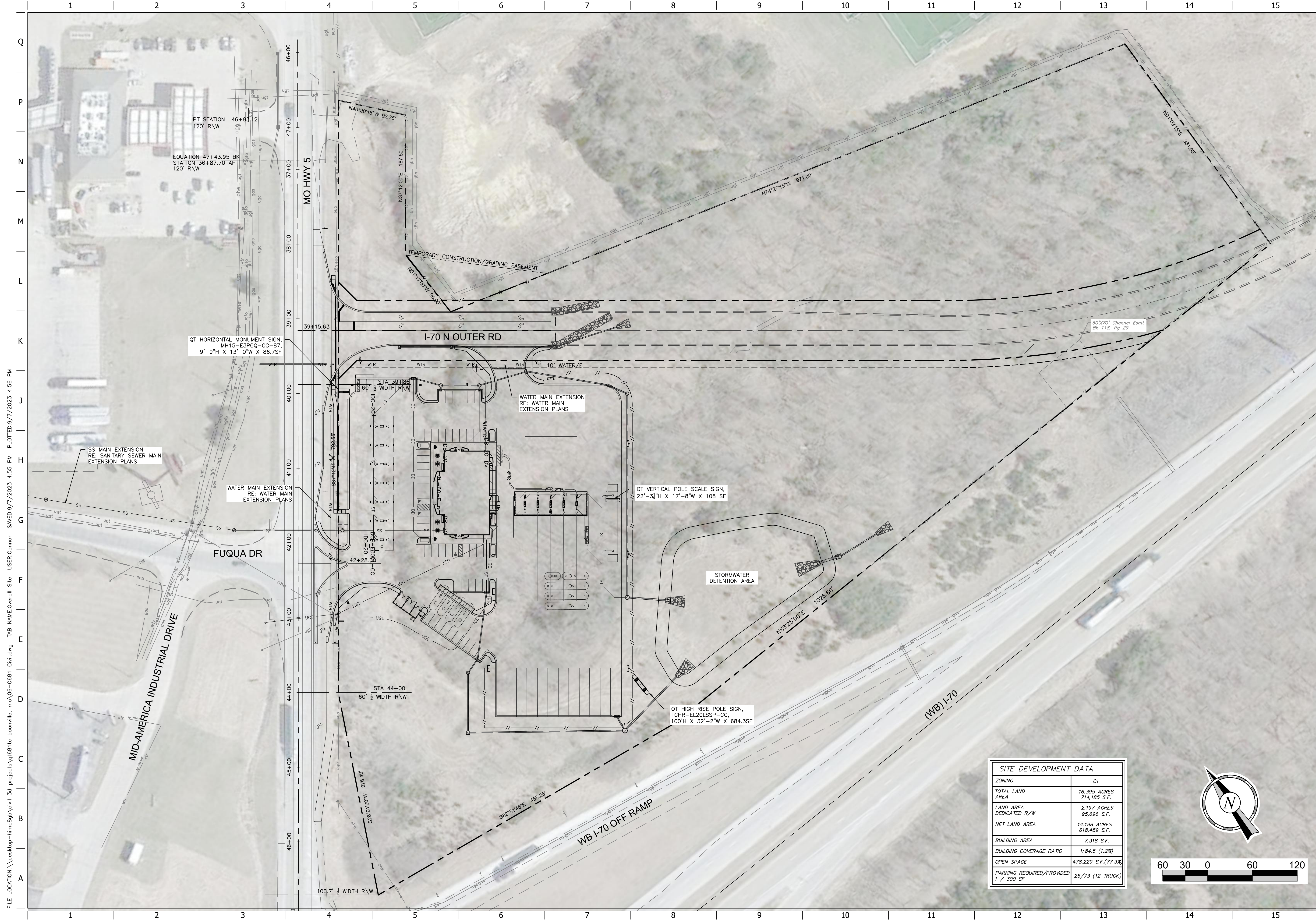
PRESIDENT OF THE COUNCIL

APPROVED THIS 2ND DAY OF OCTOBER 2023

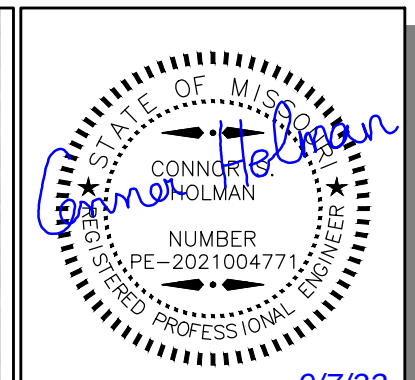
Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk



FILE LOCATION: \\desktop-himc2gpc\civil 3d projects\qt681\c boonville, mo\06-0681 Civil.dwg TAB NAME:Overall Site USER:Connor SAVEd:9/7/2023 4:55 PM PLOTTED:9/7/2023 4:56 PM



PROJECT NO.: 06-0681

MDG
Midwest Design Group
Kansas City

PO Box 860015
Shawnee, KS 66286-0015
P 913.246.9385

QuikTrip No. 0681
1802 WEST ASHLEY ROAD
BOONVILLE, COOPER COUNTY, MO 65223

QT

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PROTOTYPE:	P-112
DIVISION:	06
VERSION:	001
DESIGNED BY:	CSH
DRAWN BY:	CSH
REVIEWED BY:	AMG

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 09/07/2023

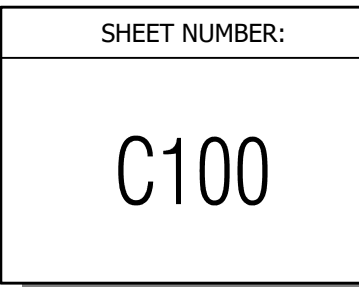
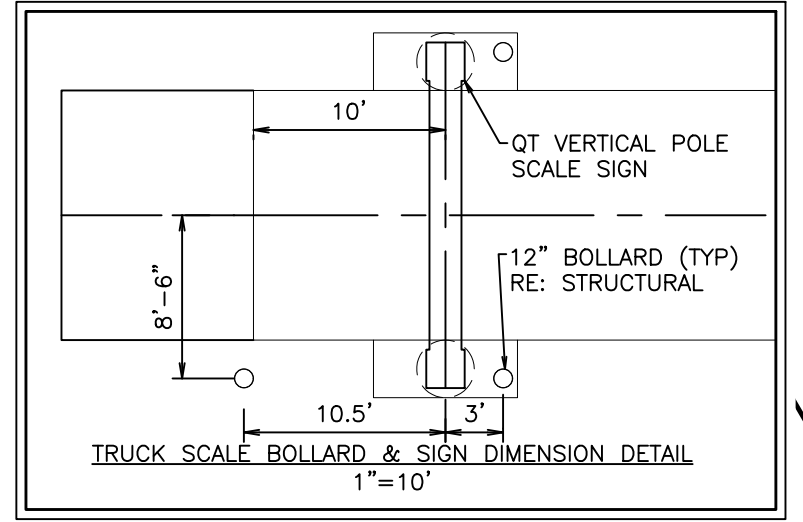
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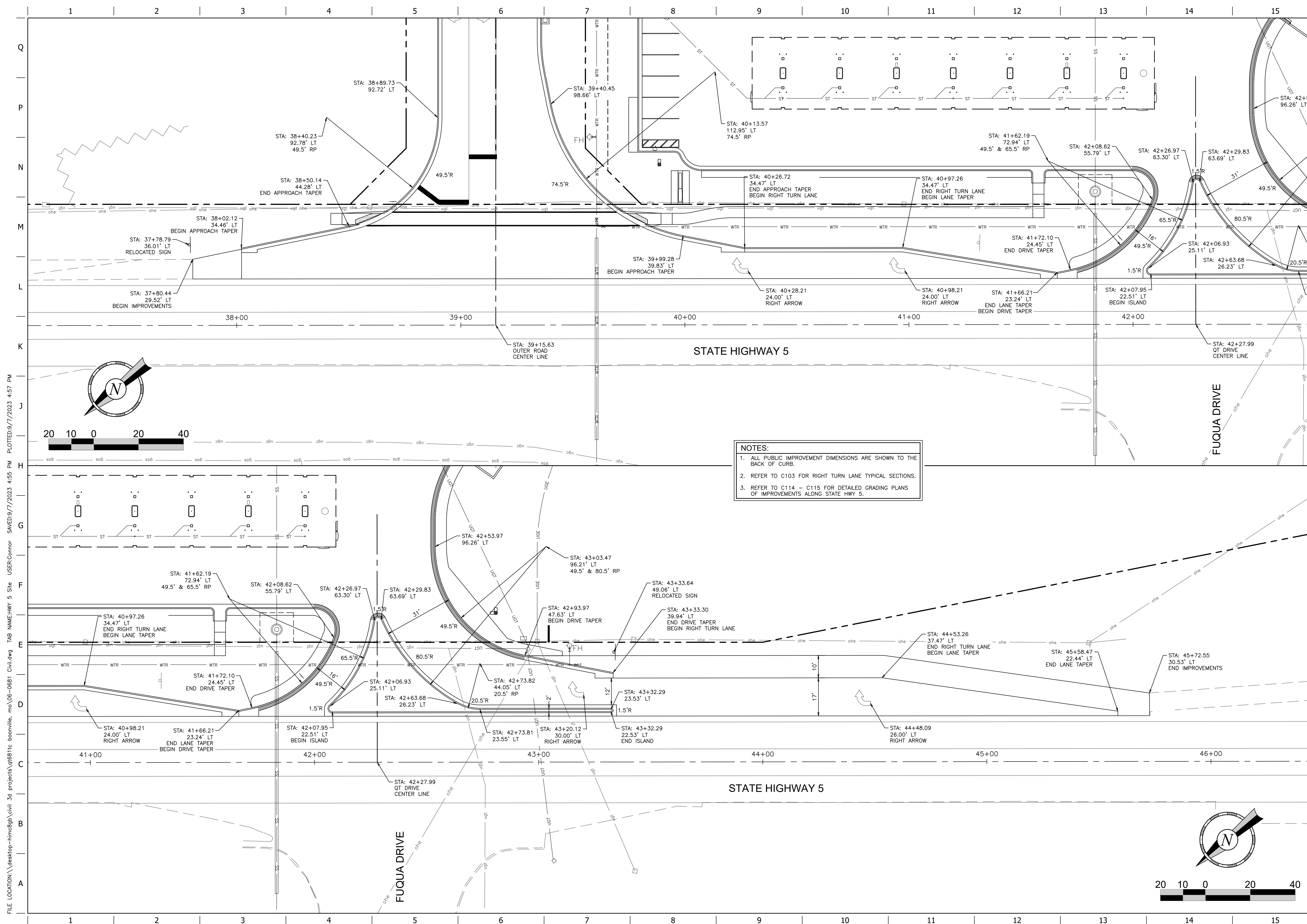
OVERALL SITE PLAN

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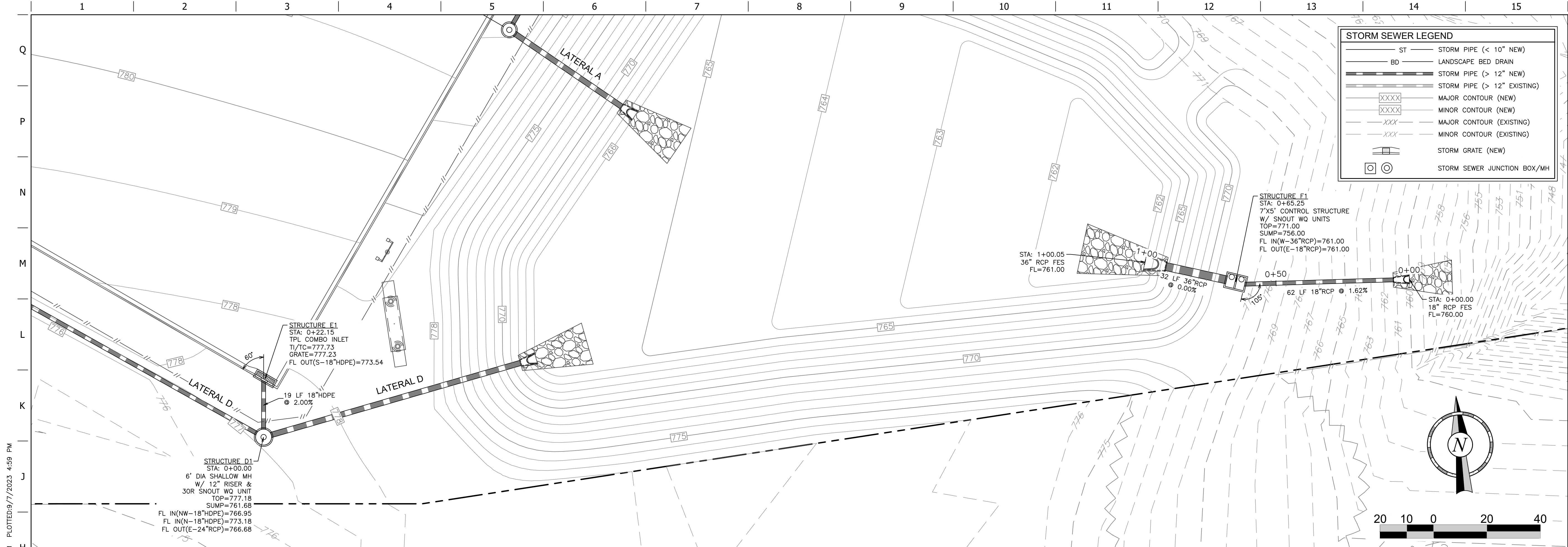
C010

SITE DEVELOPMENT DATA	
ZONING	C1
TOTAL LAND AREA	16.395 ACRES 714,185 S.F.
LAND AREA DEDICATED R/W	2.197 ACRES 95,696 S.F.
NET LAND AREA	14.198 ACRES 618,489 S.F.
BUILDING AREA	7,318 S.F.
BUILDING COVERAGE RATIO	1:84.5 (1.2%)
OPEN SPACE	478,229 S.F. (77.3%)
PARKING REQUIRED/PROVIDED	25/73 (12 TRUCK)

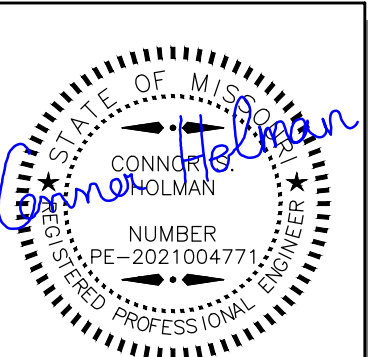
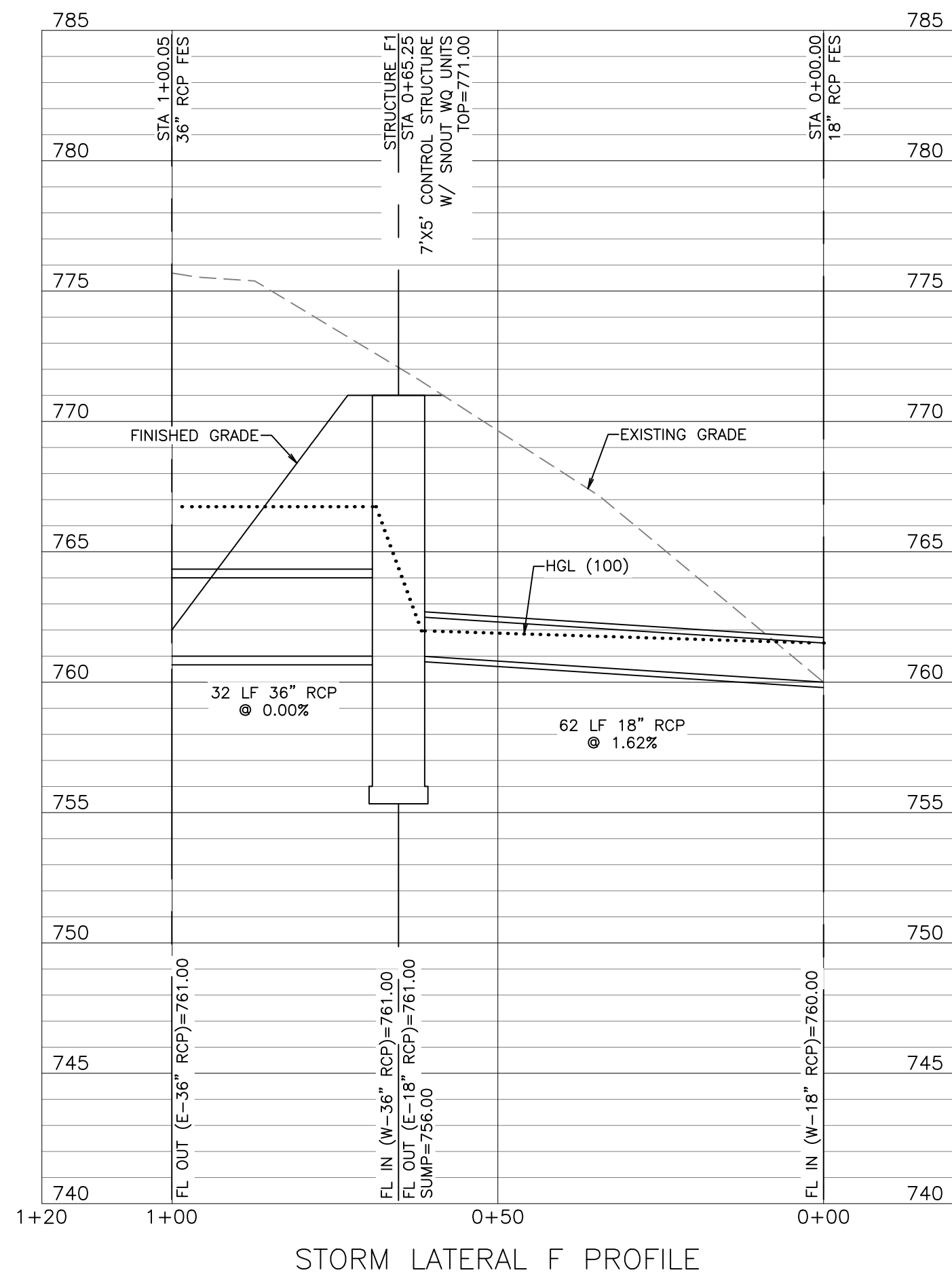
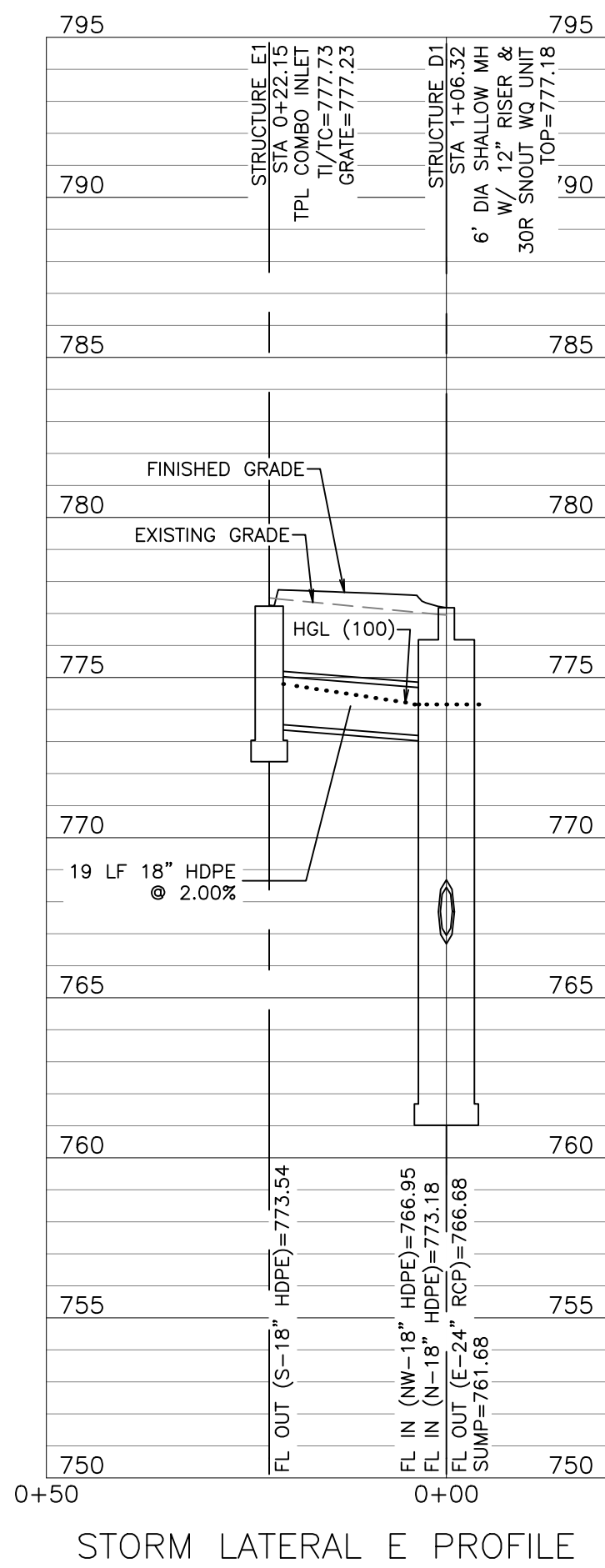








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9/7/23
PROJECT NO.:06-0681

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 0681
1802 WEST ASHLEY ROAD
BOONVILLE, COOPER COUNTY, MO 65223



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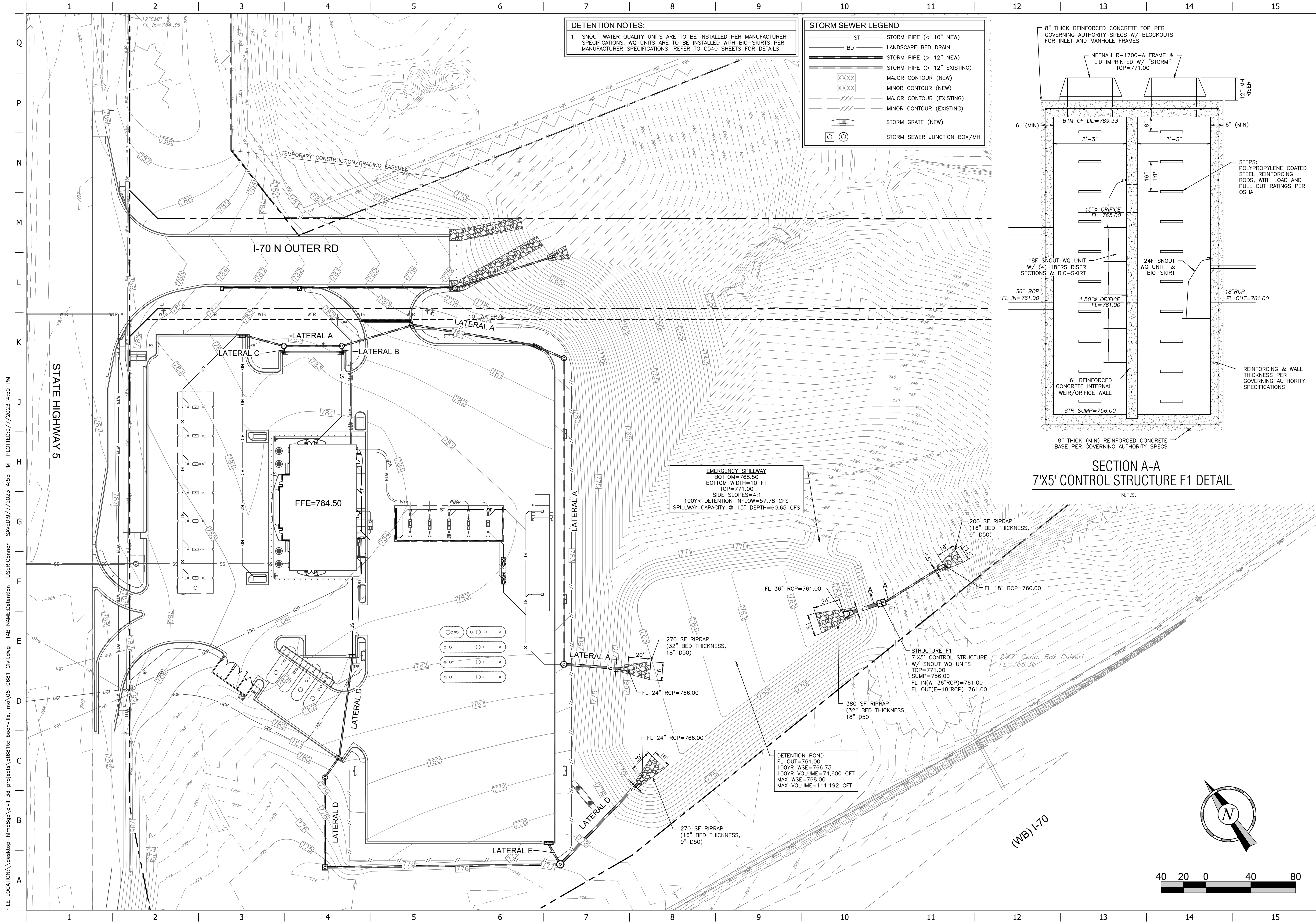
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DIVISION: 06
VERSION: 001
DESIGNED BY: CSH
DRAWN BY: CSH
REVIEWED BY: AMG

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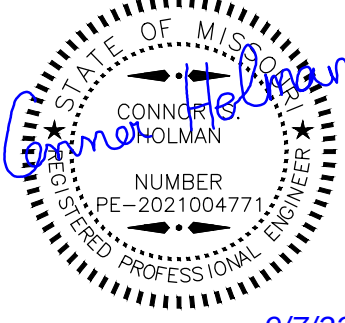
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STORM LATERAL E & F
PLAN & PROFILE

SHEET NUMBER:
C124

ORIGINAL ISSUE DATE: 09/07/2023



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9/7/23

PROJECT NO.: 06-0681

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.246.9385

QuikTrip No. 0681
1802 WEST ASHLEY ROAD
BOONVILLE, COOPER COUNTY, MO 65223

QT

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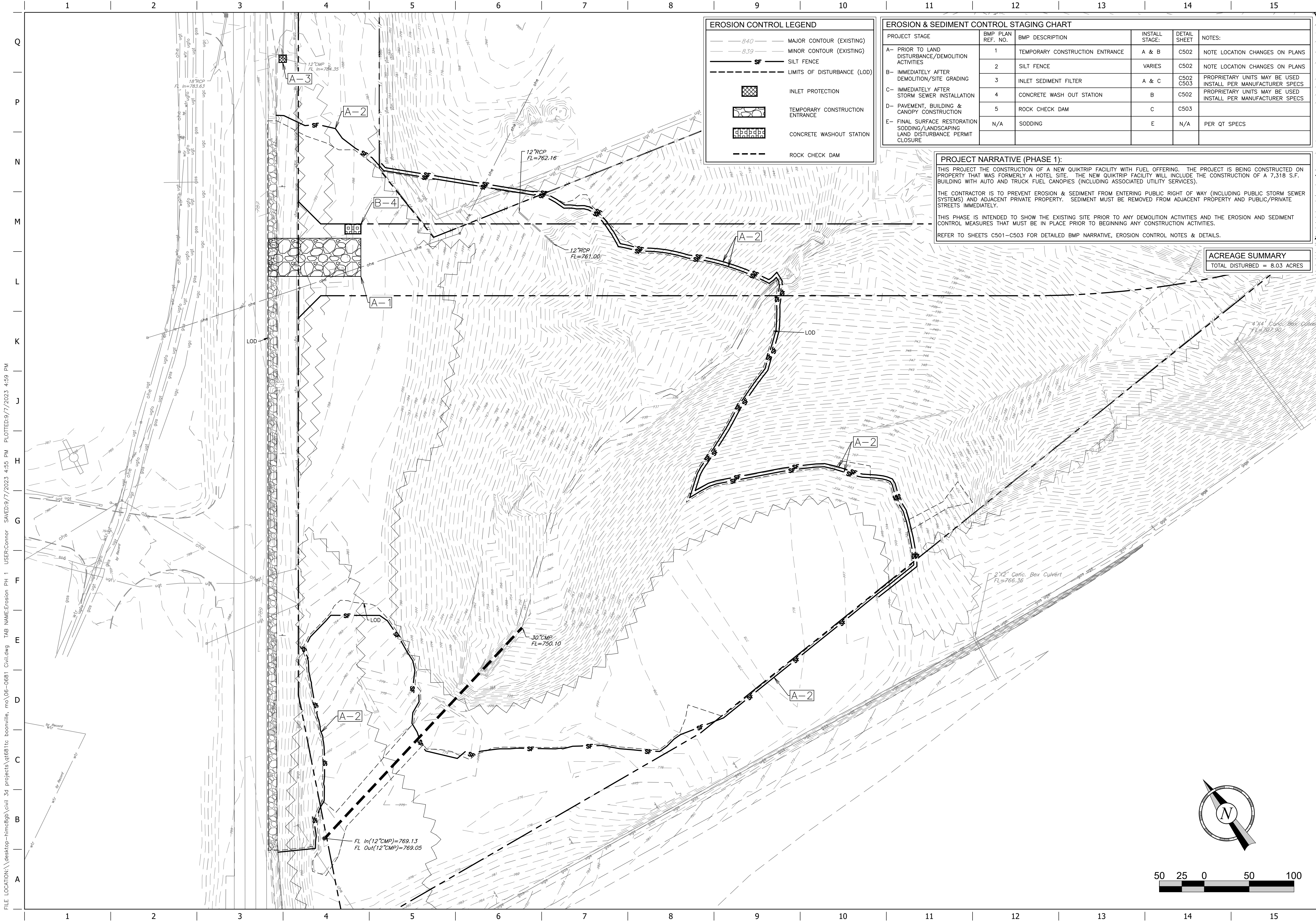
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DIVISION:	06
VERSION:	001
DESIGNED BY:	CSH
DRAWN BY:	CSH
REVIEWED BY:	AMG

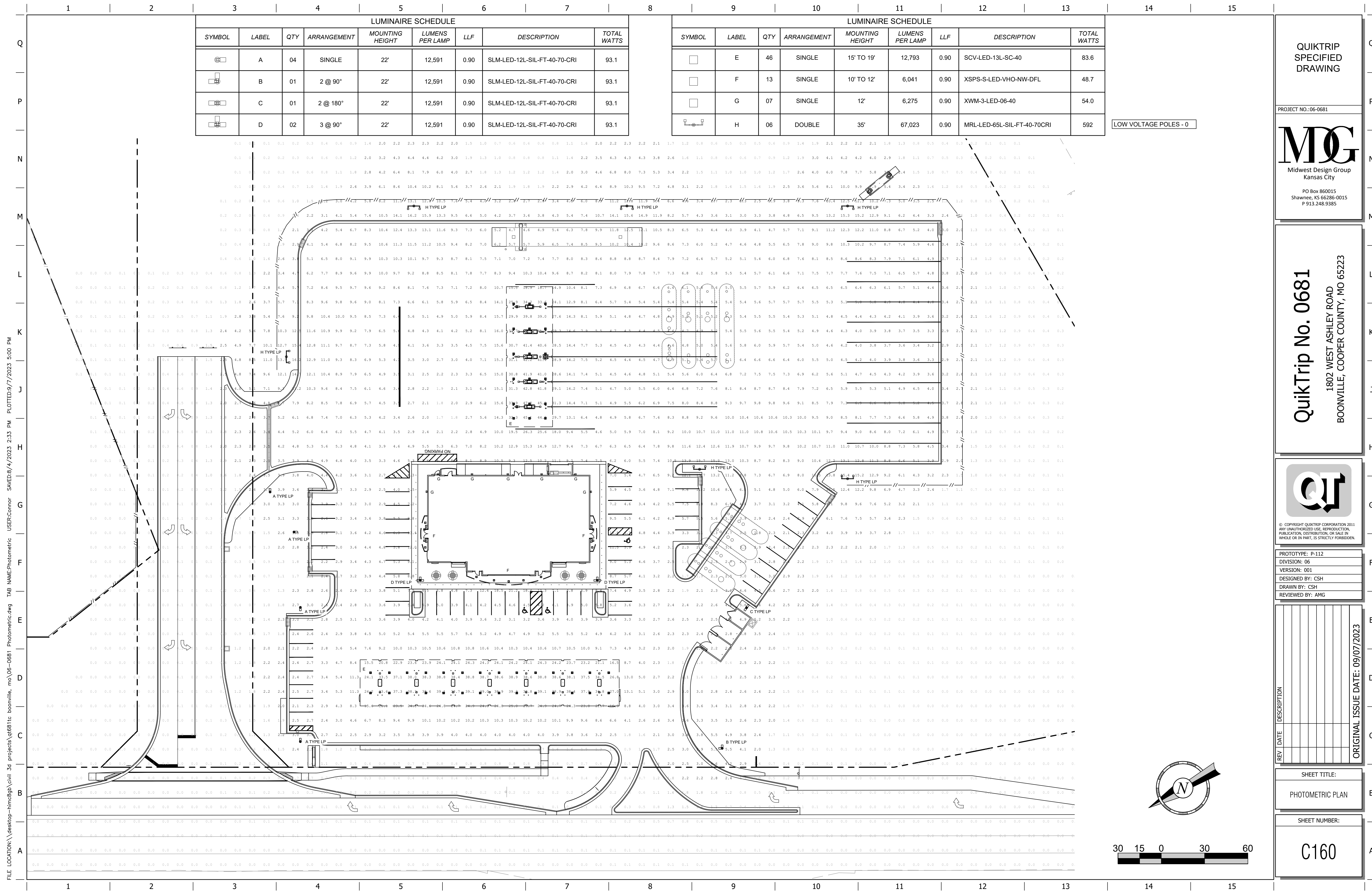
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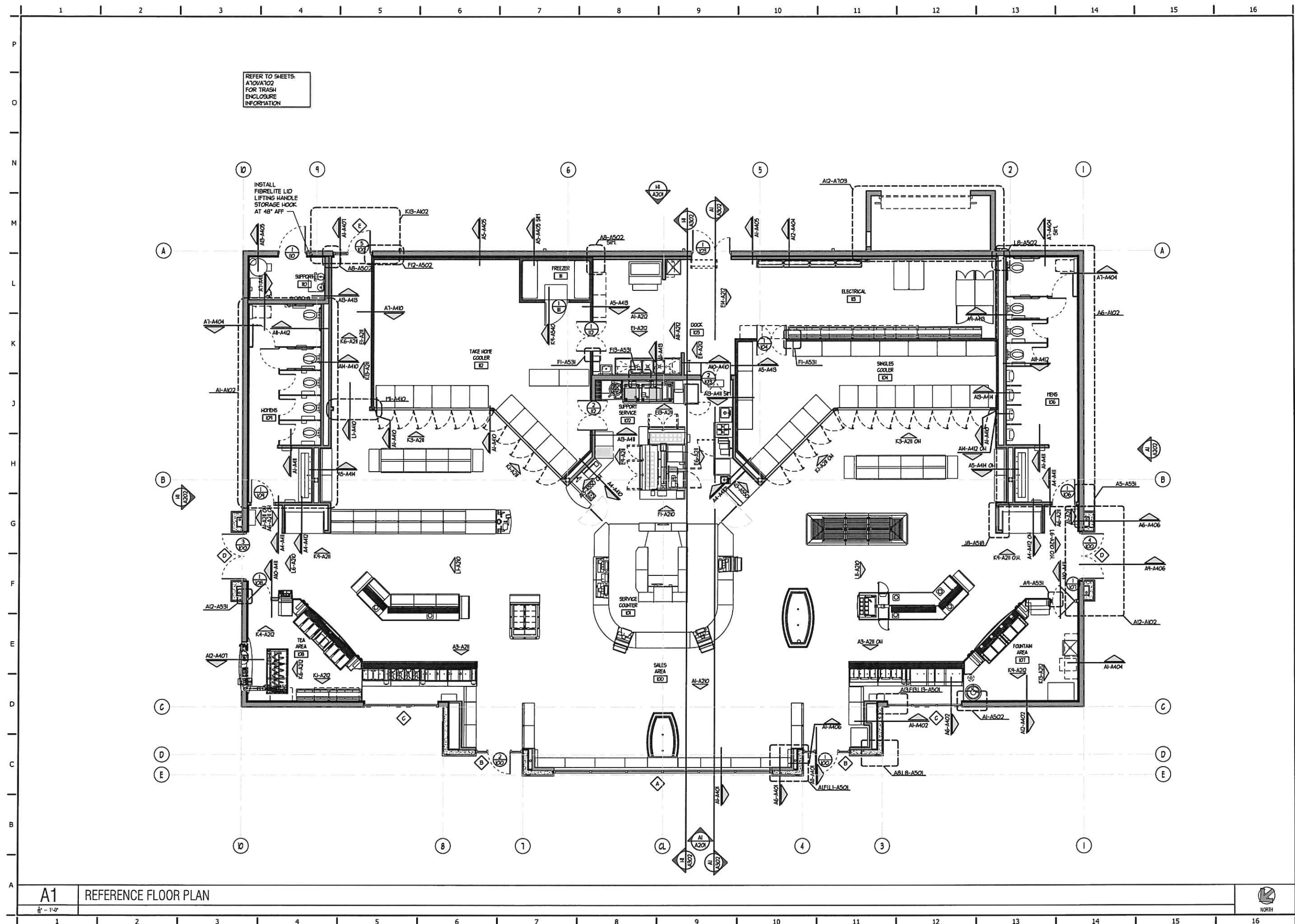
ORIGINAL ISSUE DATE: 09/07/2023

SHEET TITLE:
STORMWATER
DETENTION PLAN

SHEET NUMBER:
C126







SIGNATURE DATE: 08/02/2023

LICKEL
ARCHITECTURE

6200 Midland Drive
Lawrence, KS 66217
(P) 913.389.7888
(F) 913.389.7848

QuikTrip No. 0681

BOONVILLE, MISSOURI



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Journal of Internal Medicine 255: 105–112
DOI: 10.1111/j.1365-2796.2004.01311.x

OTOTYPE	P-114.00
VISION	ST. LOUIS
RSION	TOK
TE	6.30.2023

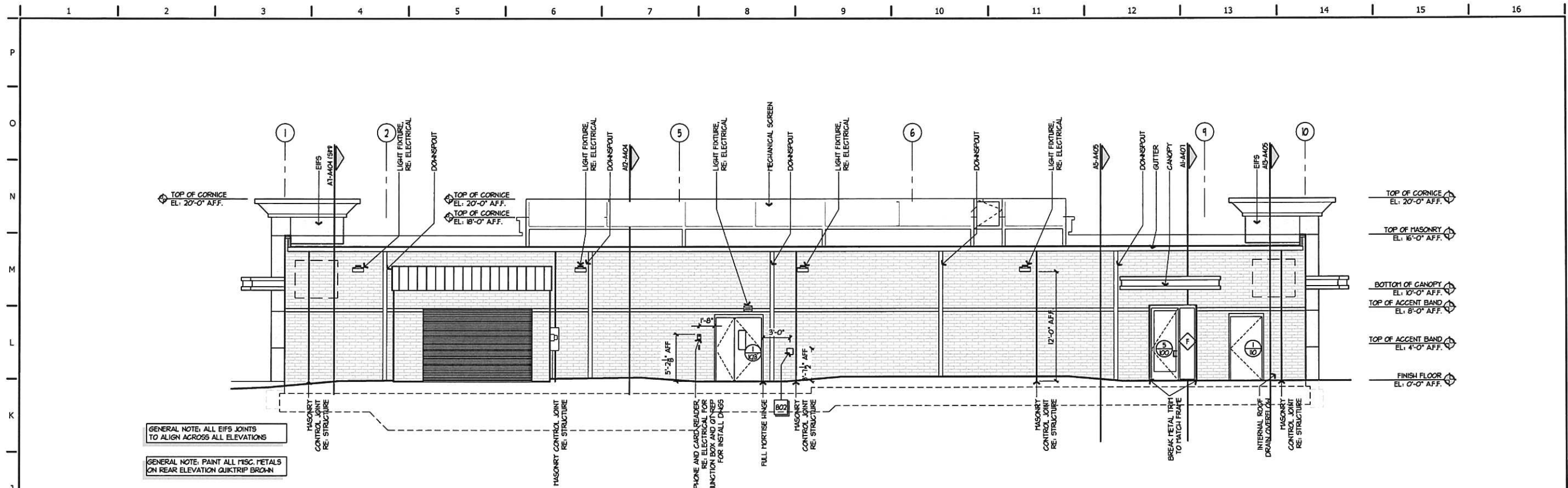
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REFERENCE
FLOOR PLAN

SHEET NUMBER:

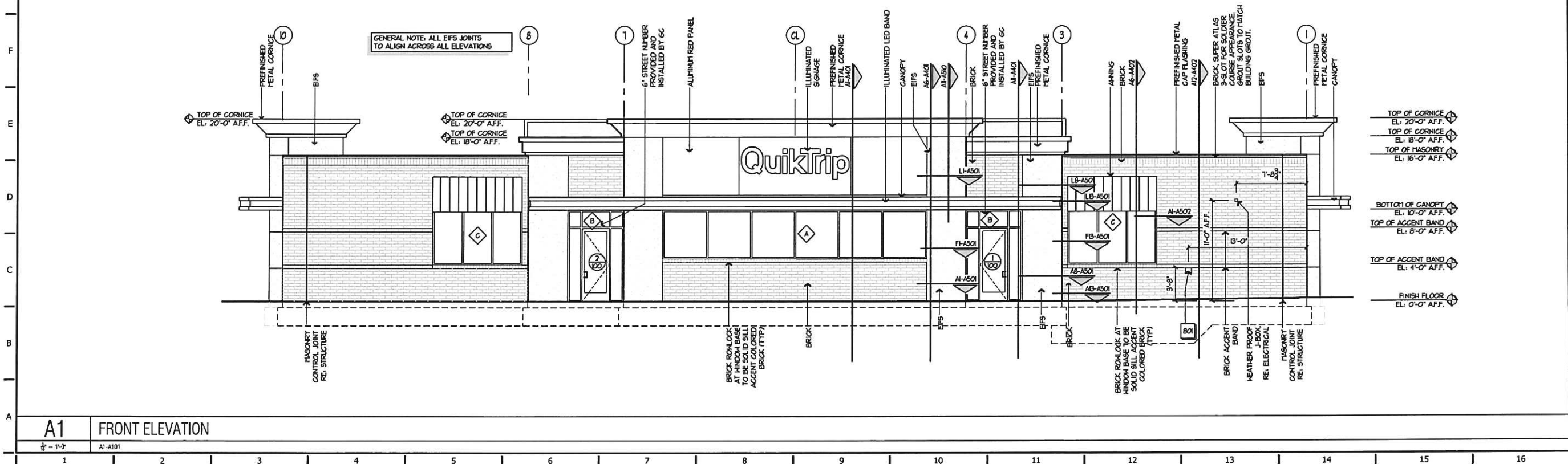
A101



H1 REAR ELEVATION

1/4" = 1'-0"

A1-A101



A1 FRONT ELEVATION

1/4" = 1'-0"

A1-A101



SIGNATURE DATE: 08/02/2023

LICKEL ARCHITECTURE

15200 Midland Drive
Shrewport, MO 64617
(513) 399-7998
(713) 399-7998

QuikTrip No. 0681

I-70 & HIGHWAY 5
BOONVILLE, MISSOURI



PROTOTYPE: R-114-00
DIVISION: ST. LOUIS
WORKSHEET: TDK
DATE: 6/16/2023

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 08/02/2023

SHEET TITLE:

EXTERIOR ELEVATIONS

SHEET NUMBER:

A201

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN TOP OF MECHANICAL SCREEN.

GENERAL NOTE: ALL CHU JOINTS FLUSH WITH SMOOTH FINISH

GENERAL NOTE: ALL HORIZONTAL EIFS JOINTS TO ALIGN ACROSS ALL ELEVATIONS

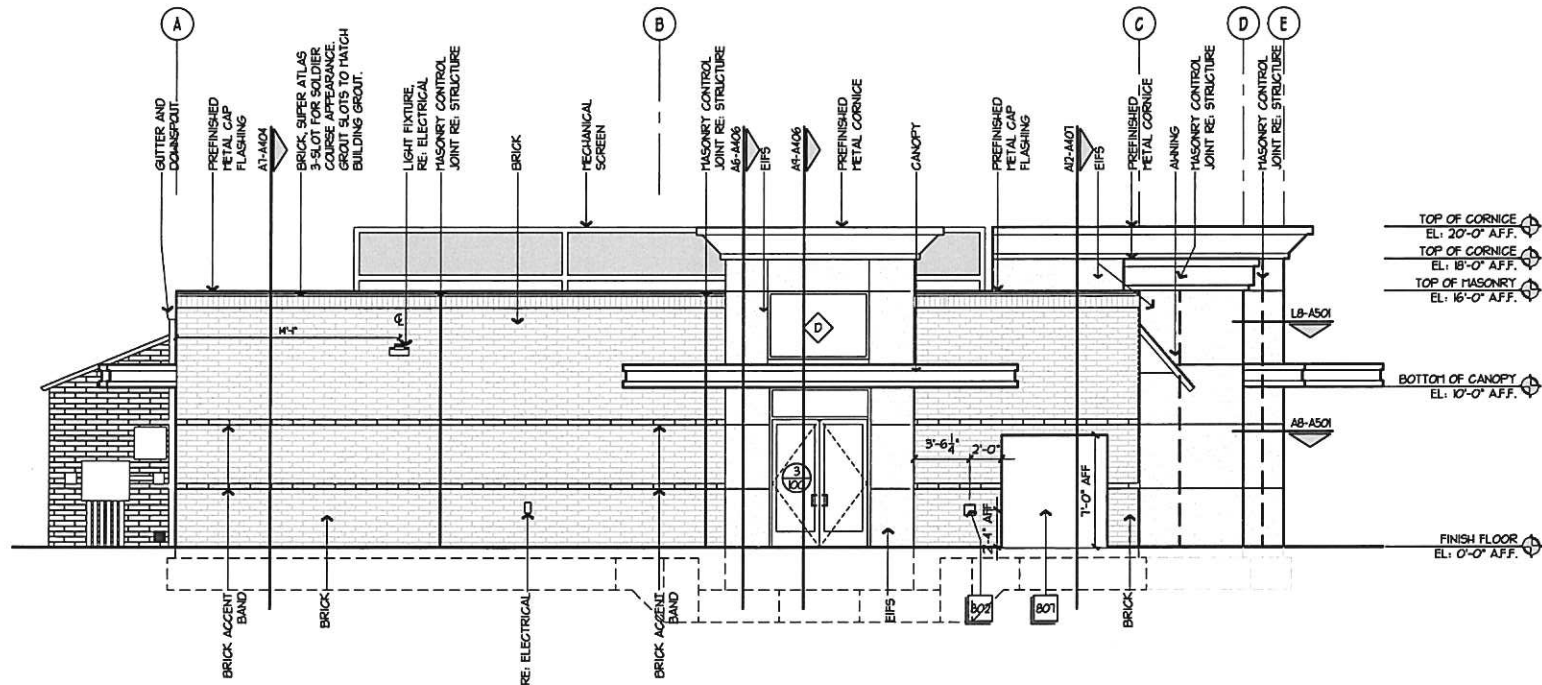
TOP OF SCREEN
EL: 20'-0" AFF.

TOP OF MASONRY
EL: 16'-0" AFF.

TOP OF ACCENT BAND
EL: 8'-0" AFF.

TOP OF ACCENT BAND
EL: 4'-0" AFF.

FINISH FLOOR
EL: 0'-0" AFF.



TOP OF CORNICE
EL: 20'-0" AFF.

TOP OF CORNICE
EL: 18'-0" AFF.

TOP OF MASONRY
EL: 16'-0" AFF.

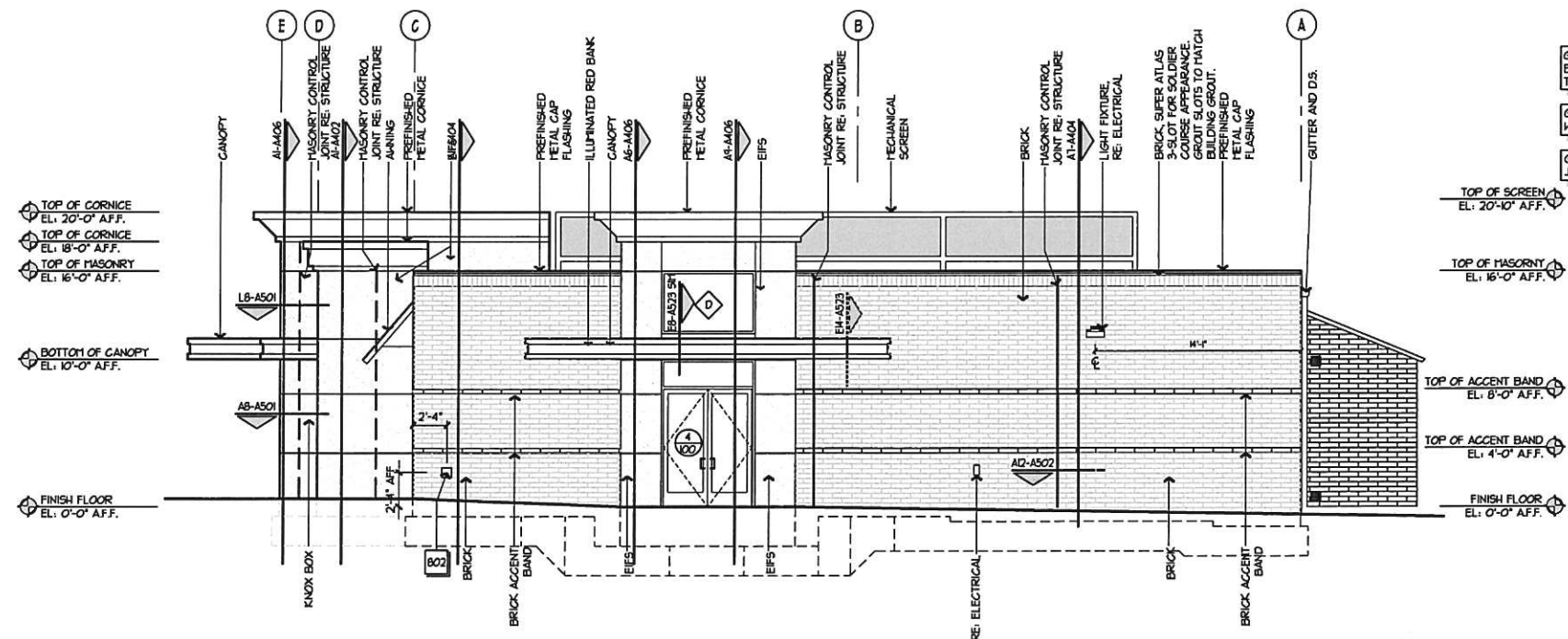
BOTTOM OF CANOPY
EL: 10'-0" AFF.

FINISH FLOOR
EL: 0'-0" AFF.

H1 SIDE ELEVATION

1/4" = 1'-0"

A1-A101



TOP OF CORNICE
EL: 20'-0" AFF.

TOP OF CORNICE
EL: 18'-0" AFF.

TOP OF MASONRY
EL: 16'-0" AFF.

BOTTOM OF CANOPY
EL: 10'-0" AFF.

FINISH FLOOR
EL: 0'-0" AFF.

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN TOP OF MECHANICAL SCREEN.

GENERAL NOTE: ALL CHU JOINTS FLUSH WITH SMOOTH FINISH

GENERAL NOTE: ALL HORIZONTAL EIFS JOINTS TO ALIGN ACROSS ALL ELEVATIONS

A1 SIDE ELEVATION

1/4" = 1'-0"

A1-A101



SIGNATURE DATE: 08/02/2023

LICKEL
ARCHITECTURE



14200 Midland Drive
St. Louis, MO 63117
(314) 399-7998
(314) 399-7948

QuikTrip No. 0681

I-70 & HIGHWAY 5
BOONVILLE, MISSOURI



PROTOTYPE P-114.00
DIVISION ST. LOUIS
VERSION TCHK
DATE 6.16.2023

REV	DATE	DESCRIPTION

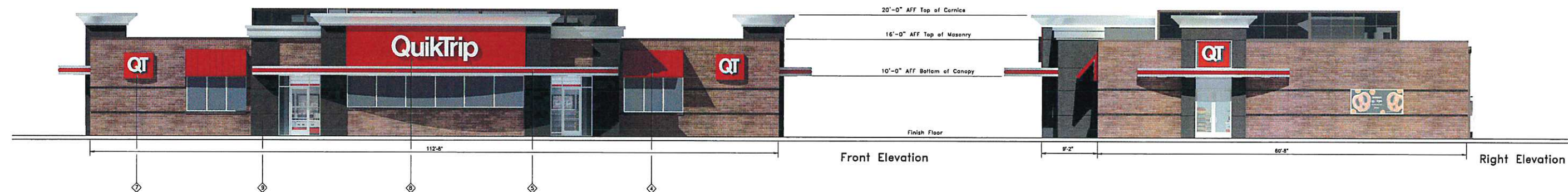
ORIGINAL ISSUE DATE: 08/02/2023

SHEET TITLE:

EXTERIOR ELEVATIONS

SHEET NUMBER:

A202





QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	0681	TCNK-L Building Elevations	Address:	I-70 & MO Hwy 5	City, State:	Boonville, MO
Serial #	06-0681-TCNK	Scale:	1/8"=1'-0"	Issue Date:	04.14.23	Drawn By:
						JK
						Rev/Notes:

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①	FINISH	MANUFACTURER	SPECIFICATION
1	BRENZE STONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOLDS	FASCIA
4	QT RED	SHERWIN - WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN - WILLIAMS	METAL PAINT
7	100-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
8	CL-50R	ALLEN INDUSTRIES	SIGNAGE
9	GRANITE	STO	A1000 EPS
10	BLACK	ALL COURT FABRICS	POLYPRO 15 MESH
11	100-DV	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE

Date: October 2, 2023

To: Mayor and Council

From:

Re: First Reading of Ordinance 2023-028 Authorizing and Approving Agreements and Easements with
Climavision Properties, LLC for Radar Systems on Water Tower

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AGREEMENTS/EASEMENTS WITH CLIMAVISION OPERATING, LLC FOR THE INSTALLATION OF A RADAR SYSTEM ON A CITY WATER TOWER FOR IMPROVED WEATHER FORECASTING; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Climavision Operating, LLC expressed an interest in installing radar systems on a water tower in Boonville, Missouri for enhanced and more accurate weather forecasting in Boonville and central Missouri; and

WHEREAS, following the presentation from Climavision Operating, LLC to the Boonville City Council on September 18th, 2023, the Council responded favorably to the proposal, recognizing that the weather radar will enable Cooper County EMA and emergency services provide more accurate weather information to citizens and improve planning for weather events; and

WHEREAS, the radar system is installed and maintained by Climavision Operating, LLC at no cost to the City of Boonville; and

WHEREAS, Climavision Operating, LLC will repair the water tower to pre radar system installation at no cost to the City of Boonville; and

WHEREAS, pending final engineering, the City and Climavision Operating, LLC intend to install the radar on the Hwy B water tower (“hospital water tower”).

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 lease agreement and easement with Climavision Operating, LLC as set forth in **Exhibit “A”** attached hereto and made a part hereof as fully as if set forth herein verbatim.

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

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

FIRST READING: October 2, 2023

READ FOR THE SECOND TIME AND PASSED THIS 16th DAY OF OCTOBER 2023, AFTER A COPY OF THIS ORDINANCE AND REFERENCE AGREEMENT HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.

President of the Council

APPROVED THIS 16th DAY OF OCTOBER 2023.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made this _____ day of _____, 2023 (“Today’s Date”) by and between the City of Boonville, Missouri, a municipal corporation, having an address of 401 Main Street, Boonville, Missouri (“Landlord”) and CLIMAVISION OPERATING, LLC having an address of 552 E. MARKET STREET (SUITE 201) LOUISVILLE, KY 40202 (“Tenant”).

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, space on a water tower structure owned and operated by Landlord and certain land (collectively, the "Premises"), namely said tower being located at _____ (lat/long) (the "Tower"), said demised space on the Tower being that area used to install and attach the radar system as shown on Exhibit "A" attached hereto (“Radar System”), and said demised land being a tract of land upon which a concrete pad, utility meter(s), emergency generator, and control cabinet will be placed thereon, (“Ground Equipment”), as depicted on Exhibit "B" attached hereto, together with non-exclusive easements on property adjacent thereto and improvements thereon for access, parking, utilities, inspection, maintenance, installation, construction, operation, repair, removal, and placement at, from, of, and on the Tower and the tract of land for the Ground Equipment, all as more specifically described in this Lease (including but not limited to the non-exclusive Access Easement and Utility Easement described in Section 6 and on Exhibits "A" and “B”).

2. USE. Tenant has the right to use the Premises for the purposes of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing (i) the Radar System, and (ii) the Ground Equipment (together Radar System and Ground Equipment constituting “Site Improvements”), as further described in this Lease. Tenant shall submit construction plans to Landlord and obtain written approval of Landlord before beginning any construction activities on the Premises. With Landlord’s prior approval of Tenant’s construction plans, Tenant, or its agents or contractors, shall install the Site Improvements and utility lines thereto on the Tower in accordance with good and accepted engineering practices. Tenant has the right to make alterations of the Radar System or Ground Equipment from time to time, so long as such alterations do not adversely affect the structural integrity to the Tower or interfere with its use as a water tower and the alternations are approved in advance by Landlord. Tenant shall have the rights to (i) select the position on the water tank on which the Radar System will be located, and (ii) run electrical and communications lines to and from and to the Radar System and Ground Equipment, provided, however, that installation of the Radar System and Ground Equipment shall not be done so as to cause the water tank to be structurally inadequate or to interfere with Landlord’s use of the water tank. Tenant has the right to place logo on radar referenced in Exhibit A. Landlord agrees that Tenant may access, and Landlord shall grant access to, the Premises for regular maintenance and as needed for urgent maintenance, provided that Tenant shall provide notice to Landlord prior to accessing the Premises for such purposes.

Landlord Contact details for notification purposes:

Name: Ms. Kate Fjell

Title: City Administrator

Tower Lease v3.0 last revised 07/21/2023

Office number: (660) 882-2332

Email:

Back-up Contact in case of urgent requests:

Name: Doug Abele

Title: Legal Counselor

Cell number: 660-621-1611

Office number: 660-882-6611

Email: dabele@c-magic.com

Please notify radarops@climavision.com if this point of contact changes.

Provided that Tenant complies with the terms of this Lease, nothing contained herein shall be deemed to give any third party the right to use or occupy any portion of the ground space occupied by the Ground Equipment or any area of the Tower actually occupied by the equipment of Tenant.

Landlord acknowledges that Tenant's plans as presently submitted for the Premises do not interfere with Landlord's current water tank operations. In the event that Landlord subsequently determines that Tenant's operation of the Radar System interferes materially and unreasonably with Landlord's water tank operations, then Landlord shall so notify Tenant and shall provide specific deficiencies for Tenant to address such interference (Landlord acknowledging that operation of the Radar System on the Tower is essentially feasible and any notice shall not be designed to make operation of the Radar System impractical). Tenant shall have ninety (90) days to cure such deficiencies and remove such unreasonable interference. In the event Tenant does not cure the deficiencies within the aforementioned ninety (90) day period, Landlord may terminate this Lease with written notice to Tenant and Tenant shall completely remove the Radar System and equipment in accordance with Section 7 below.

3. INITIAL TERM; RENT. INITIAL TERM; RENT. This Lease shall commence ninety days after Today's Date on _____ ("Lease Commencement Date"), and shall continue for a period of twenty (20) years from such Lease Commencement Date (the "Initial Term"), provided that the Landlord shall have the right to terminate this Lease upon notice to Tenant in the event it is not provided access to the Data twelve (12) months from Lease Commencement Date, provided further that it has not been granted Data access prior to its notification of termination. During the Initial Term, the Tenant shall pay to Landlord rent in kind in the form of access, and a limited license, to the weather data collected from the Radar System (the "Data"). Access to the Data will be provided to county leadership and public safety officials via a link to secure, password protected website. Landlord will be given a password to access the Data and such password may be used by the Landlord and any of its employees, provided that it shall be kept confidential and secure. Landlord shall have a limited, nonexclusive, nontransferable, royalty-free license to use and modify the Data solely for its internal county governmental purposes, including for forecasting, public alerts and emergency preparation activities to improve response and enhance safety. In no event shall Landlord redistribute, publish, transfer, sell or otherwise provide the Data or any parts thereof to any other person. All Data is provided to Landlord 'AS IS' and without warranty of any kind, express or implied, and Landlord acknowledges and agrees that Tenant shall have no liability whatsoever arising from Landlord's use or distribution of such Data.

4. **EXTENSION OF TERM.** Tenant shall have the option to extend the term of this Lease for one (1) additional consecutive twenty (20) year period. Said option for the extended term shall be deemed automatically exercised without notice by Tenant to Landlord unless Tenant gives Landlord written notice of its intention not to exercise such option, in which case, the term of this Lease shall expire at the end of the then current term. All references herein to the term of this Lease shall include the term as it is extended as provided in this Lease. The annual rental for the extended term shall be the same as the prior term and shall be payable in the same manner as the annual rental for the initial term.

5. **GOVERNMENT APPROVALS.** Landlord shall cooperate with Tenant's efforts to obtain and maintain in effect all certificates, permits, licenses and other approvals ("Permits") required by governmental authorities for Tenant's use of the Premises. Tenant will perform all acts and bear all expenses as necessary to obtain and maintain any required Permits. Landlord agrees to execute and deliver any applications, maps, certificates, or other documents and to provide such other information that may be required in connection with Tenant's obtaining the Permits. If at any time during the term of this Lease, Tenant is unable to use the Premises for weather surveillance in the manner intended by Tenant due to imposed zoning conditions or requirements, or in the event that any necessary Permit is finally rejected or any previously issued Permit is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that Tenant will be unable to use the Premises for weather surveillance in the manner intended by Tenant, Tenant shall have the right to terminate this Lease by written notice to Landlord. Upon such termination, this Lease shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than Tenant's obligation to remove its property as hereinafter provided.

6. **ACCESS AND UTILITIES:** Subject to the final sentence of this Section, Tenant and its employees, agents, contractors, and utility companies are hereby given and granted a non-exclusive easement for ingress, egress, and regress to and from the Premises and easements over, under, upon, and across the Building and adjoining lands and rights-of-way owned by Landlord on a twenty-four (24) hour daily basis for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of the Site Improvements and other necessary appurtenances and an easement thereon for telephone lines, power lines, cables, and wires used in connection with the Site Improvements ("Access Easement"). Access Easement for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and/or roads on the property. Tenant shall have the right but not the obligation to improve the Access Easement by grading, graveling, or paving it; provided, however that Tenant shall be obligated to repair any damage to such easement property caused by Tenant, or its agents or employees. Landlord grants to Tenant and to such power or telephone company ("Utility Company" or "Utility Companies") a non-exclusive easement for such utilities as may be reasonably necessary to serve the Premises over that property (the "Utility Easement"). The Utility Easement shall be for the installation, operation, inspection, maintenance, and repair (whether by Tenant or by Tenant's designated Utility Companies) of necessary utilities from the point of connection with the Utility Companies' distribution networks to the Building and Radar System. The Utility Easement shall be sufficiently wide for providing the applicable utilities to the Premises. It is understood that Tenant and the utility companies providing services to Tenant shall have access to all areas of the Premises and other lands and rights-of-way owned or leased by Landlord and described on Exhibits A and B as necessary for installation, operation, inspection,

upgrade, maintenance, and/or repair of such services. Landlord shall advise Tenant of any utility company requesting an easement under, over, upon and/or across the Premises. Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Premises. If necessary, Tenant shall have an electrical current meter and gas meter installed at the Premises for Tenant's electrical usage, and gas usage respectively and the cost of such meter(s) of installation, maintenance, upgrade, and repair thereof shall be paid for by Tenant. Notwithstanding anything to the contrary in the foregoing, prior to it or its contractors accessing the Tower and any secured area on the Premises, Tenant, its contractors and utility companies shall provide notice to Landlord at least three (3) business days in advance of such access (more immediate notice and access obtaining in the case of an emergency).

7. TENANT TERMINATION RIGHT; REMOVAL OR REPLACEMENT OF TOWER. Subject to Section 9, Tenant shall the right terminate this Lease at any time upon six (6) months' notice to Landlord. In the event that Landlord decides to remove or replace the Tower, Landlord shall give Tenant six (6) months' notice of its intent to remove or replace same. If the Tower is not replaced, then at the expiration of said six (6) months' notice period, this Lease shall terminate, and Tenant shall remove all of its Radar System and in accordance with Section 9 below, provided, however, that if Landlord has another water tower suitable, in the reasonable judgement of Tenant, for the placement of the Radar System, it shall offer Tenant space on such water tower for the Radar System and Ground Equipment on the same terms provided herein. If the Tower is replaced either at the Premises or at another location ("Replaced Tower"), then Tenant shall have the right, at its option exercisable upon notice to Landlord prior to the aforementioned six (6) months' notice period, to lease space on the Replaced Tower and Premises (or surrounding land if at different location) for the Site Improvements on the same terms as provided herein.

8. OPERATION.

(a) Tenant shall operate the Radar System in compliance with all present and future rules and regulations imposed by any local, state, or Federal authority having jurisdiction with respect thereto including, without limitation, the rules and regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and the Federal Aviation Administration (hereinafter referred to as the "FAA"). Prior to the erection, construction, or installation of the Site Improvements, or making any modifications thereto, Tenant shall comply with the following:

(i) All plans and specifications for the Site Improvements and any subsequent modifications thereto shall be submitted to the Landlord for review by Landlord or Landlord's engineers and/or consultants;

(ii) All plans shall comply with all provisions of any approved Permit;

(iii) Tenant shall obtain any required approvals of all Federal, state and local agencies and all Permits. Upon request, Tenant shall promptly deliver to Landlord written proof of compliance with all applicable Federal, state and local laws, rules and regulations.

(b) The Radar System shall be clearly marked to show Tenant's name, address,

telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency(s) and location. All coaxial cable shall be identified in the same manner at the bottom and at the top of each transmission line.

(c) If Tenant obtains telephone service, it shall be Tenant's sole expense, and the telephone lines installed for the benefit of Tenant and the location thereof shall be approved by Landlord.

(d) Tenant shall have a separate electric meter if required by Landlord, and Tenant shall pay separately and directly to the electricity supplier for the installation of the meter and for any electricity used by Tenant's Radar System or Site Improvements.

9. MAINTENANCE AND REMOVAL OF EQUIPMENT.

(a) Tenant at its own cost and expense shall be responsible for maintenance and repair of the Site Improvements, in accordance with all applicable laws, rules and regulations and this Lease.

(b) RF Exposure to Maintenance Workers

(i) The Tenant shall furnish the Landlord a certified engineering report that clearly identifies the distance from its antennas in which the maximum RF exposure limits will be exceeded by maintenance workers engaged in painting, repairing or servicing the water tank or tower support structure. The report shall be in accordance with the maximum radio frequency exposure limits adopted by the Federal Communications Commission (FCC) for non-ionizing radiation. Calculations shall be based upon the combined radiation of all co-located cellular, paging and wireless transmitters at the water tank site.

(ii) The Tenant shall provide a 24-hour telephone number for the purpose of contacting someone who can turn off the transmitters when Landlord must do maintenance on the water tank or tower support structure if it is necessary to approach the RF restricted zone around the antennas. Tenant hereby informs Landlord that the minimum amount of time necessary to respond to such a request is three (3) business days.

For water tank maintenance notifications, email radarops@climavision.com.

Alternate contact information is below:

Tara Leigh Goode
552 East Market Street, Suite 201
Louisville, KY 40202
Tara.goode@climavision.com
859.473.4433

Other than emergency maintenance, Landlord shall use best efforts to minimize

maintenance on the Tower that affects the operation of the Radar System. Subject to the foregoing, Landlord agrees to furnish Tenant with a schedule of any routine or planned maintenance of the water tank or tower support structure that may require workers to be within any maximum RF exposure area when such schedule is developed.

(c) Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's Radar System and the generator on the Ground Equipment from the Premises. Any and all removal of Tenant's Radar System and generator shall be performed in a workmanlike manner without any interference, damage or destruction to any other equipment structures or operations at the Premises or any other equipment of other licensees thereon, and shall be done at the sole expense of the Tenant. Any and all interference or damage caused to the Premises or equipment of other licensees by such removal shall be promptly eliminated or repaired by and at the expense of the Tenant.

11. LIABILITY AND INDEMNITY. Tenant agrees to indemnify and save the Landlord harmless from all third party claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligent act, negligent omission, or intentional tort of Tenant or Tenant's agents, employees, or contractors occurring during the term of this Lease in or about the Premises. Tenant agrees to use and occupy the Premises at Tenant's own risk and hereby releases Landlord from all claims for any damage or injury to persons or property to the full extent permitted by law. It is understood and agreed, however, that this hold harmless and indemnification does not apply to damage or injury to persons or property caused by the negligence of Landlord. The provisions of this Section 11 shall survive the termination of this Lease. Landlord shall be liable for any damage to the Radar System or Tenant equipment caused by it, its contractors or its invitees to the Premises.

12. DAMAGE OR DESTRUCTION OF THE SITE. If Tenant's Radar System is placed upon a structure of Landlord's which is destroyed in whole or in part by fire, storm, or other causes to the extent that Tenant's Radar System cannot function, then Tenant, in its sole discretion, may elect to terminate this Lease by giving written notice thereof to Landlord within thirty (30) days of the date said destruction (in whole or in part) occurred. If this Lease is canceled, the payments required herein shall terminate as of the date of such casualty. Landlord shall not be responsible or liable to Tenant for any loss, damage or expense that may be occasioned by any structural or power failure or by the destruction of or damage to the Tower.

13. INSURANCE. Tenant shall keep in full force and effect during the Initial Term and any renewal period of this Lease a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage with limits of liability of at least \$2,000,000.00 in respect to bodily injury, including death, arising from any one occurrence, and \$2,000,000.00 in respect of damage to property arising from any one occurrence. Said insurance policy shall be endorsed to include Landlord as an additional insured. Tenant shall, prior to the installation of the Radar System, furnish to Landlord a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. All of Tenant's insurance requirements may be satisfied through any combination of excess liability and/or umbrella policies.

14. END OF AGREEMENT – EQUIPMENT. The Radar System, Ground Equipment, with the exception of the concrete pad, and site improvements of every kind and nature constructed,

erected, installed or placed by Tenant on the Tower, shall be and remain the property of Tenant and none shall be treated as fixtures or become part of the property of Landlord.

15. NOTICES. All notices required to be given hereunder shall be given in writing, certified or registered mail, or by overnight courier at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice by overnight courier shall be deemed given the next business day after sent and if given by mail shall be deemed given three days after the date of mailing thereof as follows:

Tenant's address for notice purposes is:
CLIMAVISION
ATTN: TARA GOODE or EMILY PAWSAT
552 E. MARKET STREET (SUITE 201) LOUISVILLE, KY 40202
PARTNERSHIPS@CLIMAVISION.COM

Landlord's address for notice purposes is:
CITY OF BOONVILLE, MISSOURI
ATTN: CITY ADMINISTRATOR, KATE FJELL
401 MAIN STREET
BOONVILLE, MO 65233

and a separate copy to:
DOUGLAS ABELE
BOONVILLE CITY ATTORNEY
422 E. SPRING STREET
BOONVILLE, MO 65233

16. DEFAULT. Subject to Paragraph 2 with respect to interference with water tower operations, this Lease may be terminated upon the failure of a party to comply with the terms of the Lease and such party fails to cure the default within thirty (30) days of receipt of notice from the non-defaulting party, provided that no default shall occur if the nature of the cure is such that it cannot reasonably be cured within said thirty (30) day period and the defaulting party has commenced the cure within said period and diligently pursues the cure to completion. The following, which shall not be exclusive, shall constitute a default by Tenant hereunder: (i) abandonment of either the Radar System or Ground Equipment; (ii) the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order of relief entered with respect to Tenant; or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Tenant or its debts; or (iii) the making by Tenant of an assignment or any other arrangement for the general benefit of creditors under any state statute. In the case of an uncured Tenant default, Landlord shall be entitled at Landlord's option to terminate this Agreement and to remove Tenant Radar System, site improvements, or other personal property on the Premises at Tenant's cost and expense. The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law or in equity.

17. SUBLETTING AND ASSIGNMENT BY TENANT. Tenant may, with Landlord's written consent (which shall not be unreasonably withheld), assign or sublet any or all of Tenant's

interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby and/or any or all of Tenant's right, title, and interest in and to any or all of the Radar System and Ground Equipment, except that Tenant may assign or pledge this Lease without the consent of Landlord to any bank or financial institution in connection with a financing. Any said assignee or sublessee of this Lease shall be bound by the terms of this Lease.

18. DEBT SECURITY. Tenant may, without Landlord's consent, pledge, mortgage, convey by deed of trust, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing any bona fide indebtedness or evidence thereof any or all of Tenant's interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby, and any and all of Tenant's right, title, and interest in and to any and all of the Radar System and Ground Equipment. Promptly on Tenant's or Tenant's lender's request, Landlord shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents requested by any of the Tenant's lenders which are consistent with the terms of this Agreement including but not limited to waivers of Landlord's right to levy or distrain upon for rent any of Tenant's property given as security for a debt, consents that none of the described improvements shall become fixtures, consents as to procedure for any of Tenant's lenders' sale of the Radar System and Ground Equipment, consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in or to this Lease and the Radar System and Ground Equipment. Failure of Landlord and all other necessary persons and entities to execute and deliver to any of Tenant's lender(s) all document requested by said lender(s) in conformance with this agreement shall entitle Tenant to terminate this Lease immediately without any further obligation to Landlord.

19. TITLE. Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Premises, Access Easement, and Utility Easement, free and clear of all liens, encumbrances, and exceptions. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.

20. INSPECTIONS. Landlord, shall permit Tenant during the term of this Lease and any extension thereof, free ingress and egress to the Premises by Tenant and its employees, agents and contractors to conduct strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as Tenant may deem necessary, at the sole cost of Tenant. Tenant and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Premises and the surrounding property ("Landlord's Surrounding Property") to conduct such test, investigations and similar activities. Tenant shall indemnify and hold Landlord harmless against any loss or damage for personal injury and physical damage to the Premises, Landlord's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

21. SURVEYS. Landlord also hereby grants to Tenant the right to survey the Premises and Landlord's Surrounding Property or portion thereof, at Tenant's sole expense, and the legal description of the Premises.

22. TOWER ANALYSIS. Landlord agrees to furnish Tenant, promptly on Tenant's request, with true copies of all structural or other analyses performed on the Tower within the two (2) years preceding Tenant's possession of space on the Tower. In the absence of said Tower analyses or if the most recent analyses are insufficient for Tenant's needs, Landlord, at Tenant's request, agrees to cooperate with Tenant in acquiring new analyses of the Tower. If Tenant requests any new

analyses of the Tower, Tenant shall be responsible for coordinating the said new analyses, and the cost of the new analyses shall be paid solely by Tenant. Notwithstanding the foregoing, in the event Tenant determines after reviewing any Tower analyses that the Tower is not structurally appropriate for Tenant's needs, Tenant may, at Tenant's option, either terminate this Lease or with the written consent of the Landlord pay the additional cost of reinforcing or otherwise making the Tower structurally appropriate for Tenant's use, provided all local, State, and Federal laws, rules, and regulations are adhered to at Tenant's expense in the construction process.

23. OTHER CONDITIONS AND PROVISIONS. (a) Notwithstanding the provisions of Section 22, except if Landlord in its reasonable discretion based on sound engineering principles determines that the Tower has become structurally unsound should be withdrawn from use as a water storage facility or has become hazardous or dangerous to persons or property for any reason or except if the Leased Premises, Access Easement, or Utility Easement are damaged due to Tenant's negligence or Tenant's agents' or contractors' negligence, Landlord, at Landlord's expense, shall maintain in good condition and repair the Tower, Landlord's land surrounding the Tower, the Access Easement, and the Utility Easement. Landlord has the responsibility of observing Tower lights requirements and keeping applicable records (including records of notification to Federal Aviation Administration of any failure or repairs of the Tower and any corrections of same). If Landlord has the duty to maintain and repair the Tower, Premises, Access Easement and/or Utility Easement and if Landlord fails to maintain and repair as required hereunder so as to render all or any part of the Leased Premises, Access Easement, or Utility Easement materially unusable for Tenant's intended use, rent shall abate while Landlord, at Landlord's expense, promptly restores the Leased Premises, Access Easement, and Utility Easement to its condition prior to such damage; provided, however, in the event Landlord fails to so repair the Leased Premises, Access Easement or Utility Easement, as the case may be, within thirty (30) days of said damage, Tenant shall have the right to; (i) terminate this Lease without further obligations from Tenant to Landlord hereunder and without affecting Tenant's remedies permitted by law, equity, and/or this Lease for Landlord's breach of this Lease; (ii) hold Landlord in default pursuant to Section 11, or (iii) to the extent feasible, repair or have qualified contractor repair the Leased Premises, Access Easement or Utility Easement, in a reasonable manner, as the case may be, and charge Landlord for the repairs with the right to withhold access to the Data until such reimbursement has been made by the Landlord,

(b) During the term of this Lease and its extensions, Landlord will not give, grant, or convey any future interest in or lease, license, or permission to use the Leased Premises, Access Easement, or Utility Easement if such transfer or use in any way adversely affects or interferes with Tenant's use of its Radar System and the Premises, Access Easement, or Utility Easement. In the event of any adverse effect or interference, Landlord shall take all steps necessary to correct and eliminate the adverse effect or interference within a reasonable time, including but not limited to Landlord taking prompt action to terminate or revoke the said other use, interest, lease, license, or permission, or otherwise remove the grantee and any interfering antenna(s) or other equipment from the Leased Premises, Access Easement, or Utility Easement.

(c) Landlord shall comply with all local, State, and Federal laws, rules, and regulations required by it to be performed as Landlord hereunder and owner of the Tower.

(d) Tenant shall comply with all local, State, and Federal laws, rules, regulations required by it to be performed as Tenant hereunder.

24. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall peaceably and quietly hold and enjoy the right to use the Leased Premises, Access Easement, and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection, or molestation by Landlord or any person or persons claiming under Landlord.

25. **BINDING ON SUCCESSORS.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

26. **GOVERNING LAW.** The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the state of the address of the landlord first stated above.

27. **ENTIRE AGREEMENT.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless agreed to in writing by the other party.

28. **SEVERABILITY.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.

29. **FURTHER ASSURANCES.** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Lease.

30. **WAIVER OF LANDLORD'S LIENS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant's Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and its mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or its mortgagee's sole discretion and without Landlord's consent.

31. **HAZARDOUS MATERIALS.** As of the Lease Commencement Date of this Lease: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. Landlord and Tenant shall each indemnify, defend and hold the other harmless from

and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph shall apply as of the Lease Commencement Date of this Lease and survive termination of this Lease. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulate TITLE:_____d substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date (Today's Date) first above written .

LANDLORD:

CITY OF BOONVILLE, MISSOURI

ATTEST:

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

TENANT:

CLIMAVISION

ATTEST:

SIGNATURE: _____

SIGNATURE: _____

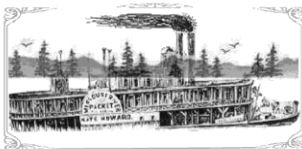
NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

Date: October 2, 2023
To: Mayor and Council
From:
Re: Boonville Housing Authority



HOUSING AUTHORITY of the City of Boonville

506 Powell Ct. Office: 660-882-7332
Boonville, MO 65233-1521 Fax: 660-882-6811



MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON September 13, 2023

On the 13th Day of September 2023 at 12:00 P.M. the Housing Authority Commissioners
met for a regular meeting at 506 Powell Court, Boonville, MO 65233

Present: Chairperson, Marilyn Adkins
Commissioner, Wayne Jones
Secretary, Robert Rorah
Guest: Charlene Carter

Commissioner, Charles Green
Commissioner, Chrissy Stemmons

Absent: Betty St. John, Sy Harvell

1. **Roll Call:** Marilyn Adkins asked if there is any pertinent information to discuss before the agenda is placed on the table. Hearing none and there being a quorum Chairperson, Marilyn Adkins called the meeting to order.

2. **Meeting Minutes:** Consideration was given, and discussion held on the draft minutes of the August 9, 2023, Regular Board Meeting. Charles Green made a motion to approve the minutes. Wayne Jones second. The motion passed.

3. **Bills and Communications:** Discussion was held, and consideration was given to the following. The UMB Bank Balance for September 13, 2023, was \$102,330.51. Bills Paid in August 2023 were reviewed. The Bank Reconciliation Statement, Operating Budget, Trial Balance, Board Summary Report from July 31, 2023 were discussed and reviewed.

4. **Report of the Secretary:** Consideration was given, and discussion was held on the following. PIC Report for August 31, 2023, was 100%. Project Performance Reports for August 2023 were reviewed. Tenant Occupancy was at 100% on August 31, 2023.

5. **Unfinished Business:** Discussion was held, and consideration given on the following. **a.** Waiver and Consent for the July 12, 2023, Board Meeting cancellation was signed by all Commissioners present in preparation for the 6-30-2023 FYE Audit. **B.** Hot Water Heater replacement is taking place with Dwight Plumbing and Heating & Cooling, and they are installing 5 new hot water heaters per week.

6. **New Business:** **a.** Consideration was given, and discussion held on the following: **a.** New Ferris – Zero Turn Lawn Mower was delivered last week to the maintenance department. **b.** The 2024 Flat Rent schedule and Utility Allowance Schedule and is being prepared for the November 9, 2023 regular board meeting.

7. **Miscellaneous:** Mr. Rorah reported there were two separate evictions where judgement in favor of the Housing Authority was granted on September 6, 2023, at the Cooper County Court House. As a result, Resolution No. 598 approving a Tenant Write-Offs in the amount of \$1,833.00 for uncollected and vacated tenant accounts was recommended for approval. Marilyn Adkins made a motion to approve Resolution 598. Charles Green seconded. The motion passed unanimously.

8. **Adjournment:** Charles Green made a motion to adjourn, Wayne Jones second. Meeting adjourns.

CHAIRPERSON: _____ Date _____

SECRETARY: _____ Date _____

Date: October 2, 2023
To: Mayor and Council
From:
Re: City Administrator

Date: October 2, 2023
To: Mayor and Council
From:
Re: Mayor

Date: October 2, 2023
To: Mayor and Council
From:
Re: City Clerk

Date: October 2, 2023
To: Mayor and Council
From:
Re: Economic Developer
