



City Of
BOONVILLE

City of Boonville

December 4, 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. Andrew Cowherd

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. November 20 council minutes

V. Consent Items

A. Consider Pay App No. 1 from C&S Companies in the amount of **\$917,153.49** for Highway 87 Waterline Extension 2023.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

VIII. New Business

A. First Reading of Bill No. 2023-031 Ordinance amending the Solid Waste Collection Fees portion of the Schedule of Administrative Fees (Appendix G) in the Code of General Ordinances

B. First Reading of Bill No. 2023-032 Accepting the streets at Boone Point

C. First Reading of Bill No, 2023-033 Accepting the sewer lines and water distribution lines for Boone Point Subdivision

IX. Reports of Standing Committees

X. Reports of City Officials

A. City Administrator

B. Mayor

C. City Clerk

XI. Miscellaneous

XII. Closed Session

- RSMo 610.021 (3) Personnel

XIII. 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.



November 20, 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 – The Boonville City Council met in Regular Session on November 20, 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; and 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: Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, Drew Davis, Brad Atkinson and Steve Young. Council representative Whitney Venable was absent.

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. November 6 council minutes

The minutes stand as submitted

V. Consent Items

A. Consider Pay Request No. 2 from Midstate Pipeline in the amount of **\$84,654.07 for Sanitary Sewer Improvements 2023.**

Mr. Cowherd moved and Ms. Meadows seconded the motion to approve the consent items. Roll call was taken. Ayes Meadows, Cowherd, Harvell, Elbert, Davis, Atkinson, and Young. Total (7) Opposed: None (0). Absent: Whitney Venable (1)

- B.** Consider Change Order No. 4 from Midstate Pipeline Maintenance in the amount of <\$5436.77> for Sanitary Sewer Improvements 2023.

Mr. Cowherd moved and Ms. Meadows seconded the motion to approve the consent items. Roll call was taken. Ayes Meadows, Cowherd, Harvell, Elbert, Davis, Atkinson, and Young. Total (7) Opposed: None (0). Absent: Whitney Venable (1)

- C.** Consider Change Order No. 1 from C&S Companies in the amount of <\$0.00> for Highway 87 Waterline Extension.

Mr. Cowherd moved and Ms. Meadows seconded the motion to approve the consent items. Roll call was taken. Ayes Meadows, Cowherd, Harvell, Elbert, Davis, Atkinson, and Young. Total (7) Opposed: None (0). Absent: Whitney Venable (1)

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. Harvell seconded the motion to approve the ordinance appropriating money. Roll call was taken. Ayes Meadows, Cowherd, Harvell, Elbert, Davis, Atkinson, and Young. Total (7) Opposed: None (0). Absent: Whitney Venable (1)

VII. Unfinished Business

- A.** Second Reading of Bill No. 2023-030 Approving an Agreement with Missouri Highways and Transportation Commission for Highway 5 Sidewalk Project Phase 1

Ms. Meadows moved and Mr. Elbert seconded the motion to approve the bill. Roll call was taken. Ayes: Meadows, Cowherd, Harvell, Elbert, Davis, Atkinson, and Young. Total (7) Opposed: None (0). Absent: Whitney Venable (1)

VIII. New Business

None

IX. Reports of Standing Committees

A. Boonville Housing Authority

Minutes are in the packet

B. Planning and Zoning Commission (Cancelled)

X. Reports of City Officials

City Clerk-

Ms. Davis stated the candidate filing period for the April 2, 2024, election will be December 5th through December 26, 2023.

XI. Miscellaneous

None

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Atkinson seconded the motion to adjourn at 7:10 p.m. and the voice vote was unanimous.

- Alliance Water

Original _____ of 6
Page _____ of

•

4-Dec-23

10/25/2023 to 11/17/23

August 2, 2024

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

\$0.00

BY:



(573)893-5558

Pay Estimate No.1
Highway Waterline Extension 2023

Item	Nc Description	Contract Quantity	Unit	Unit Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total in Place	Left to Finish	Unit
1	12" PVC Class 200 Waterline	10,460	LF	\$ 52.35	\$ 547,581.00	0	9603	\$502,717.05	\$502,717.05	857	LF
2	12" SDR 11 HDPE Butt Fushion Welded Carrier Pipe (Open-Cut) with a 12" HDPE (Butt Fushion Weld X M.J.) Adapter with STN. STL. Stiffener on Each End of Welded Section of Pipe	7,520	LF	\$ 46.10	\$ 346,672.00	0	2921	\$134,658.10	\$134,658.10	4,599	LF
3	12" SDR 11 HDPE Butt Fushion Welded Carrier Pipe (Directional Bore (5) Creek Crossings) with a 12" HDPE (Butt Fushion Weld X M.J.) Adapter with STN. STL. Stiffener on Each End of Welded Section of Pipe	1,600	LF	\$ 125.00	\$ 200,000.00	0	1120	\$140,000.00	\$140,000.00	480	LF
4	State Hwy 87 Crossing Directional Bore 165' of 20" Steel Outer Casing with 200' of 12" PVC Class 200 Yelowmine Restrained Joint Carrier Pipe	1	LS	\$ 65,100.00	\$ 65,100.00	0	1	\$65,100.00	\$65,100.00	0	LS
5	Ameren Gas Pipeline Crossing Directional Bore 100' of 20" PVC Class 200 Yelowmine Restrained Joint Outer Casing with 120' of 12" PVC Class 200 Yelowmine Restrained Joint Carrier Pipe	1	LS	\$ 41,550.00	\$ 41,550.00	0	1	\$41,550.00	\$41,550.00	0	LS
6	Doyes Branch Creek Crossing (Open-Cut) 12" PVC Class 200 Yelowmine Restrained Joint Carrier Pipe	95	LF	\$ 122.00	\$ 11,590.00	0		\$0.00	\$0.00	95	LF
7	16"x12" Tapping Tee with 12" Valve and Valve Box	1	EA	\$ 12,600.00	\$ 12,600.00	0	1	\$12,600.00	\$12,600.00	0	EA
8	12" Tee with Thrust Block	2	EA	\$ 2,260.00	\$ 4,520.00	0	2	\$4,520.00	\$4,520.00	0	EA
9	12"x8" Reducing Tee with Thrust Box	1	EA	\$ 2,150.00	\$ 2,150.00	0	1	\$2,150.00	\$2,150.00	0	EA
10	12" -90° Bend with Thrust Block	3	EA	\$ 1,800.00	\$ 5,400.00	0	3	\$5,400.00	\$5,400.00	0	EA
11	12" -45° Bend with Thrust Block	7	EA	\$ 1,620.00	\$ 11,340.00	0	7	\$11,340.00	\$11,340.00	0	EA
12	12" -22.5° Bend with Thrust Block	7	EA	\$ 1,500.00	\$ 10,500.00	0	2	\$3,000.00	\$3,000.00	5	EA
13	12" -11.25° Bend with Thrust Block	3	EA	\$ 1,400.00	\$ 4,200.00	0	2	\$2,800.00	\$2,800.00	1	EA
14	12" Cap with Thrust Block	1	EA	\$ 600.00	\$ 600.00	0		\$0.00	\$0.00	1	EA
15	12"x8" Reducer	1	EA	\$ 1,200.00	\$ 1,200.00	0	1	\$1,200.00	\$1,200.00	0	EA
16	12"x6" Reducer	1	EA	\$ 1,200.00	\$ 1,200.00	0	1	\$1,200.00	\$1,200.00	0	EA
17	12" Gate Valve and Valve Box	12	EA	\$ 5,400.00	\$ 64,800.00	0	7	\$37,800.00	\$37,800.00	5	EA
18	Fire Hydrant Assembly	3	EA	\$ 8,920.00	\$ 26,760.00	0	2	\$17,840.00	\$17,840.00	1	EA
19	#12 AWG Solid Copper Clad Steel Locate Wire w/ 0.030" HDPE Blue Insulation	18,370	LF	\$ 0.22	\$ 4,041.40	0	12524	\$2,755.28	\$2,755.28	5,846	LF
20	#12 AWG Solid Copper Clad Steel Locate Wire w/ 0.045" HDPE Blue Insulation (Used on All Bores)	1,920	LF	\$ 0.60	\$ 1,152.00	0	1440	\$864.00	\$864.00	480	LF
21	Easement Clearing and Brush Removal	1	LS	\$ 18,000.00	\$ 18,000.00	0	1	\$18,000.00	\$18,000.00	0	LS
22	Compacted Full Depth Granular Backfill (All Driveways and Streets)	400	LF	\$ 25.00	\$ 10,000.00	0	193	\$4,825.00	\$4,825.00	207	LF
23	Asphalt Driveway / Street Repair	25	SY	\$ 300.00	\$ 7,500.00	0	3	\$900.00	\$900.00	22	SY
24	Fertilizing, Seeding and Mulching	1	LS	\$ 25,000.00	\$ 25,000.00	0		\$0.00	\$0.00	1	LS
25	8" PVC Class 200 Waterline	120	LF	\$ 40.00	\$ 4,800.00	0	36	\$1,440.00	\$1,440.00	84	LF
26	8" Gate Valve and Valve Box	2	EA	\$ 3,200.00	\$ 6,400.00	0	2	\$6,400.00	\$6,400.00	0	EA
27	8" Cap with Thrust Block	1	EA	\$ 500.00	\$ 500.00	0		\$0.00	\$0.00	1	EA
28	Contingency	1	LS	\$ 150,000.00	\$ 150,000.00	0		\$0.00	\$0.00	1	LS

Contract Total \$ 1,585,156.40

\$1,019,059.43 \$1,019,059.43

Presentation of Accounts and Claims

(Ordinance Appropriating Money)

**Report will be available at the
meeting**

Date: December 4, 2023

To: Mayor and Council

From: Teresa Studley, Assistant to the City Administrator

Re: First Reading of Bill No. 2023-031 Ordinance amending the Solid Waste Collection Fees portion of the Schedule of Administrative Fees (Appendix G) in the Code of General Ordinances

As a part of regular business, The City Council amends the City's solid waste collection fees due to the rate increase by WM, our solid waste provider, which is allowed within their contract for an annual rate increase. The City Staff were notified that this rate increase will take effect on January 1st. In the past, the City did not pass the rate increase on to the customers until March or April of every year. However, last fiscal year, Kate informed the Council that she had planned to implement the new rates for customers, effective January 1st, to keep the enterprise fund self-sufficient.

The rate increase is very similar to last year. Due to last year's inflation, WM kept most of the rate increase. However, with this year's rate increase, the City will be able to keep much of the rate increase in hopes of improving the general health of the Sanitation enterprise fund. The fiscal health of the enterprise fund is not good, which is evident with several of our capital projects within the sanitation department being solely paid for with gaming funds, for example, the new scale at the Transfer Station and our Comate System for Code Enforcement.

Also, the City of Boonville needs to plan for some improvements that will be necessary at the Transfer Station. The City of Boonville still owns the Transfer Station property, land and all the buildings. We have not made many improvements to the buildings in recent years. The last update to the Transfer Station was in 2013. We anticipate that there will be updates to the facility that will need to be completed, and at this point, the Sanitation enterprise fund will NOT be able to fund it. This necessitates the need for an increase.

BILL NO. 2023-031

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING SOLID WASTE COLLECTION FEES PORTION OF THE SCHEDULE OF ADMINISTRATIVE FEES (APPENDIX G IN THE CODE OF GENERAL ORDINANCES); PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS: The City of Boonville first adopted its Schedule of Administrative Fees as Ordinance No. 4018 on September 5, 2006 and has found it necessary to amend the fee schedule from time to time to respond to rising costs of services and other economic conditions effecting the administration of local government; and

WHEREAS: City staff has recently been notified of a cost increase by their solid waste provider as allowed by their contract which necessitates a rate increase; and

WHEREAS: The City of Boonville's solid waste collection and disposal function, operated within the Sanitation Fund, is operated as an enterprise operation; and

WHEREAS: the attached amended section of the Schedule of Administrative Fees, Revised January 1, 2024, is based on the rate increase by the solid waste provider.

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 shall amend the **Solid Waste Collection Fees Section 21-181(a), (b), (b)(1), (c), and (d)** of the Schedule of Administrative Fees, (Appendix G in the Code of General Ordinances), prescribed and set forth in the **amended portion** of the **Schedule of Administrative Fees, Revised January 1, 2024** attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That the rates set forth herein shall become effective January 1, 2024.

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

FIRST READING: DECEMBER 4, 2023

**READ FOR THE SECOND TIME AND PASSED THIS 18TH DAY OF
DECEMBER 2023 AFTER A COPY OF THIS ORDINANCE AND REFERENCE
AMENDED SCHEDULE OF ADMINISTRATIVE FEES HAS BEEN MADE
AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND
READINGS.**

President of the Council

APPROVED THIS 18TH DAY OF DECEMBER 2023.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

**CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES**

Code Section	Description	Fee
21-181	Solid Waste Collection Fees:	
21-181(a)	Service Fee for each residential unit served (including two and three unit occupancies)	\$22.50 per month
21-181 (b)	Residential/Multi-Family Dwellings - Per unit/Hand Pick-up Frequency of Pick-Up (Times/week)	<u>Per Month</u>
	One pick-up per week	\$22.50
	Two pick-ups per week	\$31.23
	Three pick-ups per week	\$43.44
	Four pick-ups per week	\$55.64
	Five pick-ups per week	\$67.88
	Water, Sewer, and Solid Waste Disposal Fees (cont.)	
21-181	Solid Waste Collection Fees: (cont.)	
21-181 (b)(1)	Each Residential Unit will be provided a Contractor owned container at no additional cost for the collection of Residential Waste. All containers shall be 64-gallons capacity. Any residential unit may request the use of additional containers for an extra monthly fee per extra container.	\$5.00 per extra container
21-181 (c)	Commercial - Hand Pick-Up Per unit and Frequency of Pick-Up (Times/week)	<u>Per Month</u>
	One pick-up per week	\$28.55
	Two pick-ups per week	\$52.70
	Three pick-ups per week	\$74.15
	Four pick-ups per week	\$97.17
	Five pick-ups per week	\$120.27
21-181 (d)	Multi-Family Dwellings & Commercial Users Containerized Service - Per unit and Frequency of Pick-Up (Times/Week)	
	<i>Containerized Service -- 1.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$62.28
	Two pick-ups per week	\$99.29
	Three pick-ups per week	\$134.01
	Four pick-ups per week	\$168.17
	Five pick-ups per week	\$204.69
	<i>Containerized Service -- 1.5 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$80.85
	Two pick-ups per week	\$117.98
	Three pick-ups per week	\$153.91
	Four pick-ups per week	\$187.27
	Five pick-ups per week	\$223.00
	<i>Containerized Service -- 2.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$99.30
	Two pick-ups per week	\$148.72
	Three pick-ups per week	\$208.59

**CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES**

Code Section	Description	Fee
	Four pick-ups per week	\$239.47
	Five pick-ups per week	\$288.83
	<i>Containerized Service -- 3.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$135.97
	Two pick-ups per week	\$209.62
	Three pick-ups per week	\$280.95
	Four pick-ups per week	\$347.30
	Five pick-ups per week	\$420.43

	Water, Sewer, and Solid Waste Disposal Fees (cont.)	
21-181	Solid Waste Collection Fees: (cont.)	
21-181 (d)	Multi-Family Dwellings & Commercial Users Containerized Service - Per unit and Frequency of Pick-Up (Times/Week) (cont.)	
	<i>Containerized Service -- 4.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$172.60
	Two pick-ups per week	\$242.34
	Three pick-ups per week	\$321.77
	Four pick-ups per week	\$389.35
	Five pick-ups per week	\$466.09
	<i>Containerized Service -- 6.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$222.32
	Two pick-ups per week	\$346.74
	Three pick-ups per week	\$471.38
	Four pick-ups per week	\$575.76
	Five pick-ups per week	\$694.59

Date: December 4, 2023

To: Mayor and Council

From:

Re: First Reading of Bill No. 2023-032 Accepting the streets at Boone Point

BILL NO. 2023-001

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI ACCEPTING THE STREETS IN BOONE POINT SUBDIVISION FOR MAINTENANCE PURPOSES; PROVIDING AN EFFECTIVE DATE THEREOF; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Stonehaven Drive, Stonehaven Court, Kiowa Ct, and Lakota Ct, streets in Boone Point subdivision was installed and constructed in accordance with all applicable rules, regulations and specifications

WHEREAS, The developers of Boone Point had already submitted and received approval from City Council on a Final Plat on September 7th, Ordinance No. 4576, after review and recommendation of approval by Planning and Zoning at their August 10, 2021 meeting; and

WHEREAS, City staff and engineers, contractors and developer completed a street inspection on January 6, 2023 and a follow- up inspection on November 27th, 2023.

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

SECTION 1: That Stonehaven Drive, Stonehaven Court, Kiowa Ct, and Lakota Ct, streets in Boone Point subdivision in Boone Point subdivision is to be accepted for maintenance purposes.

SECTION 2: That a certified copy of this ordinance be recorded with the Cooper County Recorder of Deeds

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.

READ FOR THE FIRST TIME THE 4th DAY OF DECEMBER 2023 AND PASSED THIS 18TH DAY OF DECEMBER, 2023, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS PASSAGE.

PRESIDENT OF THE COUNCIL

APPROVED THIS 18TH DAY OF DECEMBER, 2023

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

Date: December 4, 2023

To: Mayor and Council

From:

Re: First Reading of Bill No, 2023-033 Accepting the sewer lines and water distribution lines for Boone Point Subdivision

BILL NO. 2023-033

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI ACCEPTING THE SEWER LINES AND WATER DISTRIBUTION LINES AND APPURTENANCES IN BOONE POINT SUBDIVISION FOR MAINTENANCE PURPOSES; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, The sanitary sewer lines and water distribution lines and appurtenances in Boone Point subdivision were installed and constructed in accordance with all applicable rules, regulations and specifications; and

WHEREAS, The developers of Boone Point had already submitted and received approval from City Council on a Preliminary Plat on March 15th, 2021, Ordinance No. 4555, after review and recommendation of approval by Planning and Zoning at their February 9, 2021 meeting; and

WHEREAS, The developers of Boone Point had already submitted and received approval from City Council on Boone Point Final Plat 1 on September 7th, 2021, Boone Point Final Plat 2 on June 6, 2022, and Final Plat 3 on October 3rd, 2022; and

WHEREAS, Ordinance No. 4605, approved by the City Council included a Scrivener's Error identifying that the accepted sewer lines and water distribution lines were accepted for only Phase 1, necessitated a correction.

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

SECTION 1: That the sanitary sewer lines and water distribution lines and appurtenances in Boone Point Subdivision are to be accepted for maintenance purposes.

SECTION 2: That a certified copy of this ordinance be recorded with the Cooper County Recorder of Deeds.

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.

READ FOR THE FIRST TIME THE 4TH DAY OF DECEMBER, 2023 AND PASSED THIS 18TH DAY OF DECEMBER, 2023, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS PASSAGE.

PRESIDENT OF THE COUNCIL

APPROVED THIS 18TH DAY OF DECEMBER, 2023

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

Date: December 4, 2023
To: Mayor and Council
From:
Re: Historic Preservation Commission

MINUTES

Historic Preservation Advisory Commission

November 29, 2023

7:00 PM

River, Rails and Trails Museum

100 Spring Street

Call to Order: Meeting was called to order at 7:15pm

Members Present: Cheryl Gates, Ed Scrivner, Kate Johnson and Susan Miller.

Guest: Kate Fjell

Reading of Last Minutes: It was moved to dispense with reading of the last meeting. All agreed.

Old Business: No old business

New Business: First order of business was the discussion of the National Register update and boundary increase of the Kemper Military Academy grounds. Kate Fjell informed us that this update was needed because some of the buildings did not meet the fifty-year-old criteria at the time of the first National Register survey that was done in 1989. These buildings and grounds are now eligible for nomination. A vote was taken, and all agreed that the nomination should be approved. A hard copy of the review report will be mailed to the State Historic Preservation Office and also sent via email.

The second order of business was the discussion of the property located at 523 High Street. The Cooper County Commissioners would like to purchase the property, demo the house and create green space toward the front of the property and build a parking lot on the back of this lot and the adjoining space behind the property to the east that is presently owned by and serves as the commissioner's office. We all agreed that a meeting time will be set up with Mr. Melkersman and that Susan Miller, Kate Fjell Steve Hage and Cheryl Gates to tour the 523 building to determine the need for demolition. This Commission will also request a detailed plan of the proposed green space and parking lot.

Adjourn: A unanimous motion was made to adjourn at 7:45.

Date: December 4, 2023
To: Mayor and Council
From: Kate Fjell, City Administrator
Re: City Administrator

There are several items I wanted to provide an updated report on.

1. Waterline Extension to Hail Ridge and Fox Hollow: C&S Contractors continue to work quickly on installing the water line to Hail Ridge and Fox Hollow. I think that they should complete the project, weather pending, by the end of the year or early 2024. I commend the contractors on their work and speed. We had anticipated this project going into the summer of 2024.
2. Budget season is upon us. We will begin in 2024 in earnest, and I am suggesting the following for budget work sessions:
 - Monday, December 18, 2023 5:30PM- Kemper campus improvements, Software program changes/upgrades, LAGERS change, revenue outlook for 2024-25
 - **Tuesday, January 2, 2024** 6:00PM- Health, Tourism, Economic Development, IT
 - **Tuesday, January 16, 2024** 6:00PM- Water and Sewer
 - Monday, February 5, 2024 5:30 PM- General and Capital Projects (07)
 - **Tuesday, February 20, 2024** 5:30PM - Gaming, Parks and Stormwater, Kemper, CIP/Capital Projects overview

We will plan to have dinner brought in for the 5:30PM meetings and/or bring a sack lunch. These dates are not set in stone and if the council prefers to have more sessions that are shorter, we can add work sessions on off-meeting weeks.

3. Kemper Apartments LLC- The Historic Preservation Commission reviewed the updated National Register nomination for Kemper, a condition of eligibility for the historical tax credits. The nomination is tentatively planned to be reviewed at the January 12, 2024, meeting of the State Historic Preservation Commission. Now that we have completed our public hearing about the cleanup of the asbestos, we will begin preparing bid documents.

I have included in the packet the "Option to Purchase Real Estate Contract" that was authorized by the Development Agreement that was approved August 7, 2023. This purchase option is necessary for Mr. Ales to continue with his historic tax credits application and national register nomination review.

OPTION TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (this “Agreement”) is made and entered into on this ____ day of _____, 2023 (the “Effective Date”), by and between BOONSLICK COMMUNITY DEVELOPMENT CORPORATION, INC., a Missouri nonprofit corporation (including any successors and assigns, “Seller”), and KEMPER APARTMENTS, LLC, a Missouri limited liability company (“Purchaser”).

WITNESSETH:

Section 1. The Option. In the consideration of Purchaser’s payment of the Option Payment set forth in Section 2 below to Seller, Seller hereby gives and grants to Purchaser the exclusive option (the “Option”) to purchase approximately _____ acres of real estate, more or less, commonly known as the “A Barracks” and “D Barracks” of the former Kemper Military School located in Boonville, Cooper County, Missouri and legally described on Exhibit A, attached hereto and incorporated herein (the “Real Estate”).

Section 2. Option Time Period.

(A) Upon execution of this Agreement, Purchaser shall pay to Seller the sum of ONE HUNDRED AND NO/100’S DOLLARS (\$100.00) (the “Initial Option Payment”), which payment shall purchase an Option term which shall commence on the date of execution of this Agreement and expire at 11:59 P.M., on December 31, 2026 (the “Initial Option Period”).

(B) Purchaser shall have the right to extend the Initial Option Period until December 31, 2028 (the “Extended Option Period” and together with the Initial Option Period, the “Option Period”) upon the occurrence of the following: (i) payment of an extension fee of ONE HUNDRED AND NO/100’S DOLLARS (\$100.00) (the “Extension Fee” and together with the Initial Option Payment, the “Option Payment”); and (ii) Purchaser providing Seller with (1) written notice of Purchaser’s intention to extend the Option Period prior to the expiration of the Initial Option Period; and (2) evidence that Purchaser is actively pursuing and has a reasonable likelihood of obtaining funding from the Missouri Housing Development Commission and/or Missouri State Housing Preservation Office in furtherance of the development of the Real Estate as a senior housing project.

(C) The Option Payment shall be non-refundable to Purchaser (except as otherwise specifically set forth herein), but shall be a credit against the Purchase Price (as such term is hereafter defined) at Closing (as such term is hereafter defined).

(D) The exercise of the Option during the Option Period shall be at the sole and absolute discretion of Purchaser. In the event Purchaser fails to exercise the Option within the Option Period, Seller shall retain the portion of the Option Payment which has previously been paid free and clear of any claim by Purchaser and this Option shall terminate and neither party shall have any further rights or obligations under this Agreement.

Section 3. Inspection Period.

(A) During the Option Period, Purchaser and its agents and representatives shall have the right to enter upon the Real Estate to perform inspections and tests as to its suitability for Purchaser's intended use. Such tests shall include, but not be limited to, any reasonable master planning and engineering studies on the Real Estate, a Phase I Environmental Site Assessment, a Phase II Environmental Site Assessment (if deemed necessary by Purchaser), soil borings, surveys, drilling, engineering, market studies and such other tests as are normally performed for the determination of the suitability of the Real Estate for Purchaser's intended use and for the collection of all information necessary thereto. All such tests are to be made at Purchaser's expense and shall be made by prior arrangement scheduled with Seller.

(B) Purchaser, at its sole cost and expense, shall promptly repair any damage to the Real Estate resulting from Purchaser, and its agents and representatives, entering onto the Real Estate and their inspection activities. Purchaser agrees to indemnify and hold harmless Seller from any claims or liability, including the costs of defense and reasonable attorney's fees, arising out of Purchaser, and its agents and representatives, entering onto the Real Estate and their inspection activities; provided that Purchaser shall not be obligated to indemnify Seller to the extent any such claims, losses, damages or liabilities are (A) caused by any act or omission of Seller, its agents, representatives, employees or consultants; (B) due to the discovery by Purchaser of latent defects or other existing conditions on the Real Estate; (C) due to any diminution in value of the Real Estate arising from or relating to matters discovered by Purchaser during its investigation of the Real Estate which such matters have not been created or caused by Purchaser; or (D) due to the existence of any hazardous materials which are discovered on or under the Real Estate by Purchaser (and which were not placed on the Real Estate by Purchaser), or the accidental or inadvertent release thereof by Purchaser. Purchaser's obligations pursuant to this Section 3(B) shall survive Closing or any earlier termination of this Agreement as a separately enforceable covenant.

(C) Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of all relevant Real Estate files including, but not limited to, any site plans, title searches, title commitments, title policies, access agreements, leases, surveys, environmental studies, engineering studies, third-party agreements, including management agreements, third party agreements for goods and services, or other professional service studies and agreements and all other information in Seller's possession having a material effect on the operation and use related to the Real Estate. Seller agrees to reasonably cooperate with Purchaser, at Purchaser's expense, on obtaining all due diligence materials and governmental approvals, including, but not limited to, soils tests, traffic studies, and engineering reports.

Section 4. Closing.

(A) In the event Purchaser exercises the Option by notice to Seller prior to expiration of the Option Period, closing on the transaction shall occur on or before the date which is sixty (60) days following Purchaser's exercising of the Option, at a place mutually agreeable to Seller and Purchaser (the "Closing" or "Closing Date"). At the Closing, Seller shall convey fee simple title to the Real Estate to Purchaser or its nominee, free of any and all liens, other monetary interests, and other easements, restrictions, conditions and covenants otherwise objected to by Purchaser, by a good and sufficient special warranty deed executed by Seller.

(B) Notwithstanding any provision hereof to the contrary, the Seller has no obligation to proceed to Closing unless the Purchaser provides evidence to the Seller's reasonable satisfaction that, at Closing, Seller has commitments for financing for the housing project.

(C) Seller shall, in addition to preparing and delivering to Purchaser the special warranty deed called for herein, prepare, execute and deliver to Purchaser:

(1) all appropriate transfer declarations and other documentation required by the State of Missouri or by any other governmental entity and pay any transfer taxes or other fees due by reason of said sale;

(2) a certified copy of a resolution of directors and/or members of Seller authorizing Seller to enter into and perform the Agreement and execute all other documents necessary to carry out the transactions provided for in this Agreement;

(3) if applicable, a certificate of existence of Seller issued by the Missouri Secretary of State dated no earlier than ten (10) days prior to the Closing Date;

(4) a transferor's certification stating that Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code, and containing such additional information as may be required thereunder;

(5) all customary and usual documents and instruments which (a) subject to Seller's prior reasonable approval, the title company may reasonably determine are necessary to transfer the Real Estate to Purchaser subject only to Permitted Exceptions (as hereinafter defined), including, but not limited to, releases of all existing mortgages or other liens, (b) the title company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and to execute and deliver the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement, (c) the title company may require as a condition to issuing the title insurance policy, or (d) may be required of Seller under applicable law, including any revenue or tax certificates or statements, or any affidavits, certifications or statements;

(6) a settlement statement; and

(7) such other documents as may be reasonably required to consummate the transaction contemplated hereby.

(D) Possession of the Real Estate shall be delivered to Purchaser at the time of Closing.

(E) Any continuing obligations on the part of Seller described herein shall not merge with the recording of the deed.

Section 5. Title Evidence.

(A) No more than thirty (30) days after the Effective Date, Seller shall order and provide to Purchaser a commitment for title insurance issued by Old Republic National Title Insurance Company, showing merchantable title to the Real Estate in Seller, committing the title insurance company to issue a 2021 ALTA Owner's Policy of Title Insurance for the amount of the Purchase Price, as defined in Section 7. Permissible exceptions to title shall include only (the "Permitted Exceptions"): (i) the lien of general taxes not yet payable; (ii) zoning and building laws and ordinances; (iii) easements of record for utilities, drainage and public roads, highways and improvements; and (iv) conditions and restrictions of record, not objected to by Purchaser. The cost of any later date search necessary to issue the ALTA title policy to Purchaser shall also be paid by Seller.

(B) Purchaser or Purchaser's attorney shall prior to the expiration of the Option Period, deliver to Seller or its agent a memorandum in writing, specifying any objections it has regarding the status of Seller's title on the Real Estate. If said objections to title are not cured within twenty (20) days after such notice thereof, this Agreement shall, in Purchaser's sole and absolute discretion, be void, notice of such election to be given promptly to Seller, the Option Payment shall be returned to Purchaser and the parties shall have no further obligation or liability to each other pursuant to this Agreement (except for matters which expressly survive the termination of this Agreement). Purchaser may nevertheless elect to take such title as it then is, and may deduct from the Purchase Price the amounts of liens or encumbrances, and in such case Seller shall convey as above agreed; provided, however, that Purchaser shall have first given a written notice of such election, within ten (10) days after the expiration of the twenty (20) day cure period, and if no such notice of election is given, Seller and Purchaser shall have no further obligation or liability to each other pursuant to this Agreement.

(C) Notwithstanding anything contained in this Agreement to the contrary, Seller shall pay and remove at or prior to Closing, at Seller's sole cost and expense, the following: (i) the lien of all ad valorem taxes for years prior to the year of Closing; (ii) liens securing repayment of any loans or financings in connection with the Real Estate, including (without limitation) the lien of any existing mortgage encumbering the Real Estate; (iii) any mechanics' liens, judgment liens or similar liens encumbering the Real Estate; or (iv) any matters arising on title following the date of the initial title commitment.

Section 6. Warranties and Representations of Seller. Purchaser acknowledges and agrees that, except for the representations of Seller expressly contained in this Agreement and any documents executed by Seller at Closing, as a material part of the consideration for this Agreement, the Real Estate shall be sold and conveyed (and accepted by Purchaser at Closing) AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the foregoing provisions of this Section 6, Seller does hereby make the following representations to Purchaser effective as of date of this Agreement and again as of the Closing which Purchaser is entitled to rely upon:

(A) Seller is duly organized, validly existing and in good standing under the laws of the State of Missouri. Seller has full power to own the Real Estate and to convey the Real Estate. The individual executing this Agreement on behalf of Seller is duly authorized to do so.

(B) To its knowledge, Seller has good, merchantable and insurable title to the Real Estate, which is free and clear of all mortgages, liens, security interests, charges, claims, restrictions and other encumbrances of every kind except as will be discharged at or before Closing, and there will be no restrictions on the transfer of the Real Estate at the time of Closing.

(C) Seller has not received any notice of any condemnation or eminent domain proceedings, or negotiations for purchase in lieu of condemnation, relating to the Real Estate, or any portion thereof; and Seller has no knowledge that any condemnation or eminent domain proceedings have been commenced or threatened in connection with the Real Estate, or any portion thereof.

(D) To Seller's knowledge, there are no claims, actions, suits or other legal or administrative proceedings, including, without limitation, bankruptcy proceedings, pending or threatened, against or involving Seller or the Real Estate which could affect the consummation of the transactions contemplated hereby, and there are no facts which might result in any action, suit or similar proceeding. Seller has not received notice of any judgments, orders or stipulations against Seller or the Real Estate.

(E) There are no special or other assessments levied against or relating to the Real Estate, and Seller does not know of any proposed assessments.

(F) At the time of Closing, there will be no leases or other contracts to which Seller is a party which affect the Real Estate. At the time of Closing, no person or entity, other than Purchaser, will have any right of possession to any portion of the Real Estate.

(G) Seller is not subject to any charter, bylaw, rule, agreement or restriction of any kind or character which would prevent the consummation of this Agreement and the transactions contemplated hereby. Seller has full power and authority to execute this Agreement and all documents necessary to accomplish the sale contemplated herein, fully perform hereunder and to consummate the transactions contemplated hereby without the consent or joinder of any other party.

(H) All bills for work done or materials furnished by or at the request of Seller to or for the improvement of the Real Estate will have been paid in full, or provision made for payment, such that no lien therefore, whether statutory or common law, may properly be filed or enforced against the Real Estate.

(I) Seller (and each individual executing this Agreement on behalf of Seller, if Seller is an entity) is not a foreign investor, nor do foreign investors have any beneficial interest in the Real Estate.

(J) Seller has not received, nor has any knowledge of, any notice of violation of laws or municipal ordinances, regulations, orders or requirements of departments of housing, building,

fire, labor, health or other state, county or municipal departments or governmental authorities having jurisdiction against or affecting the Real Estate or the use or operation thereof.

(K) Seller is not a Prohibited Person. None of the Real Estate is the property of, and/or beneficially owned, directly or indirectly, by a Prohibited Person. None of the Real Estate is the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7). "Prohibited Person" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

(L) All representations and warranties of Seller appearing in other sections and paragraphs of this Agreement are true and correct and shall survive Closing.

Section 7. Purchase Price.

(A) In the event of Purchaser's exercise of the Option, the purchase price for the Real Estate shall be TWO HUNDRED AND NO/100'S DOLLARS (\$200.00) (the "Purchase Price").

(B) If Purchaser exercises the Option, the Option Payment shall be credited at the Closing toward the Purchase Price.

(C) At Closing, Purchaser shall pay the Purchase Price less tax proration credits and expenses chargeable to Seller via a wire transfer of funds.

Section 8. Prorations and Adjustments. On the Closing Date, the following adjustments and apportionments shall be made in cash as of the Closing Date: (i) General real estate taxes shall be prorated based on 100% of the most recently ascertainable taxes; and (ii) Water, sewer and other utility charges on the basis of the period for which assessed. Seller shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Real Estate, including any unpaid real estate taxes for any prior years. All outstanding installments of special assessments shall be paid by Seller at time of Closing.

Section 9. Application for Zoning and Funding.

(A) Prior to Closing, Purchaser may submit an application for zoning approval, if necessary, for the Purchaser's intended use of the Real Estate with any governmental entity having jurisdiction over the Real Estate. Seller shall reasonably cooperate with Purchaser in Purchaser's application for zoning approval and for any other approvals necessary for Purchaser's intended use of the Real Estate. Any and all costs and expenses associated with the required submissions and for the zoning approval and other approvals shall be paid for by Purchaser.

(B) During the Option Period, Purchaser may submit applications for financing from the State Historic Preservation Office, the National Park Service, the Missouri Housing Development Commission and such other bodies and agencies as may be deemed necessary by Purchaser in connection with Purchaser's intended use of the Real Estate. Seller shall reasonably cooperate with Purchaser in Purchaser's applications for financing for Purchaser's intended use of the Real Estate. Any and all costs and expenses associated with the required submissions shall be paid for by Purchaser.

Section 10. Eminent Domain. If, prior to the Closing, all or any part of the Real Estate is taken by any governmental authority under its power of eminent domain, Purchaser shall have the option, to be exercised within ten (10) days after Purchaser receives written notice from Seller of same:

(A) To take title to the Real Estate at Closing without any abatement or adjustment in the Purchase Price, in which event Seller shall unconditionally assign its rights in the condemnation award to Purchaser (or Purchaser shall receive the condemnation award from Seller if it has already been paid to Seller prior to Closing); or

(B) To terminate this Agreement, whereupon the duties and obligations of each of the parties hereto shall end (except for such matters which expressly survive the termination of this Agreement) and Purchaser shall receive a return of the Second Option Payment and Third Option Payment.

Section 11. Risk of Loss/Casualty. Risk of loss to the Real Estate by fire or other casualty is assumed by Seller until Closing. If, prior to the Closing Date, the Real Estate or any substantial part thereof is damaged or destroyed by fire, the elements, or by any other cause of whatever nature, Seller, within five (5) days of such damage or destruction, shall notify Purchaser of such damage or destruction and whether insurance proceeds are available ("Damage Notice") as a result of such damage or destruction. Within twenty (20) days after the Purchaser receives a Damage Notice the Purchaser shall respond to the Seller by written notice (the "Damage Resolution Notice") providing the Seller with one (1) of the following options that Purchaser shall have:

(A) Terminate this Agreement whereupon neither party shall have any further rights or obligations hereunder (except obligations which by their terms or nature survive termination); or

(B) Proceed to close the purchase and sale transaction contemplated hereunder, in which event Seller, at Closing, shall remit or otherwise irrevocably and unconditionally assign to Purchaser, one hundred percent (100%) of the insurance proceeds received by or payable to Seller by reason of such damage or destruction. If a Damage Notice is received by Purchaser less than five (5) days prior to the Closing, then the Closing Date shall be extended by ten (10) days to provide a sufficient number of days for Seller and Purchaser to complete the notifications and options in this Section 11, including the five (5) days necessary for Purchaser to respond to Seller with a Damage Resolution Notice.

Section 12. Management Prior to Closing Date. Until the earlier of Closing or termination of this Agreement, Seller shall:

(A) Maintain the Real Estate in substantially the same condition as it is in as of the date of this Agreement;

(B) Manage the Real Estate in a commercially reasonable manner and in a manner consistent with Seller's management of the Real Estate prior to the date of this Agreement;

(C) Not, without the prior written consent of Purchaser, enter into any agreement or take any action that would encumber the Real Estate after Closing, that would bind Purchaser or the Real Estate after Closing, or that would be outside the normal scope of maintaining and operating the Property; and

(D) Within two (2) business days after Seller receives notice thereof, advise Purchaser of any litigation, arbitration or administrative proceeding concerning or affecting the Seller or the Real Estate. Upon Closing, the Real Estate shall be in substantially the same condition as on the date of this Agreement.

Section 13. Default.

(a) In the event of a default by Seller under the terms of this Agreement and such default continues for a period of fifteen (15) days after written notice thereof from Purchaser to Seller, Purchaser shall have the option to either (a) terminate this Agreement and promptly receive the return of the Option Payment; or (b) seek any and all other remedies, legal or equitable, available to Purchaser, including the right of specific performance. In the event Purchaser shall institute a legal action against Seller because of a default of this Agreement, Purchaser shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action provided Purchaser succeeds in such action.

(b) In the event of a default by Purchaser under the terms of this Agreement and such default continues for a period of fifteen (15) days after written notice thereof from Seller to Purchaser, Seller shall have the right to terminate this Agreement and retain the Option Payment received prior to the date of default as Seller's sole and exclusive remedy.

Section 14. Notices. Purchaser may exercise the Option only by written notice of Purchaser's exercise of the Option to Seller. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement must be in writing and will be deemed to have been duly given on the day of delivery if delivered by hand, on the day of transmission if sent by email with confirmation (or on the next business day if not sent on a business day or if sent after 5:00 p.m. (Central time) on a business day), on the second business day following deposit with a nationally recognized courier service, delivery charges prepaid, or on the fifth business day following first class mailing, with postage prepaid:

If to Seller: Boonslick Community Development Corporation, Inc.
420 E. Spring Street, P.O. Box 571

Boonville, Missouri 65233-1574

Email: _____

With a copy to:

City of Boonville
Attention: City Administrator
401 Main Street
Boonville, Missouri 65233
Email: kate.fjell@boonville-mo.org

If to Purchaser: Kemper Apartments, LLC
Attention: James N. Bergman
7152 Eldorado Pointe
West Des Moines, Iowa 50266
Email: jim@jnbice.com

With a copy to:

Ward, Murray, Pace & Johnson, P.C.
Attn. Mathew M. Keegan
226 W. River Street, P.O. Box 404
Dixon, IL 61021
Email: keegan@wmpj.com

Any party may change its address for purposes of this paragraph by giving notice of such change of address to the other party in the manner provided for giving notice, but no such notice shall be deemed to have been given until it is actually received by the party to whom it is sent. A time period in which a response to any notice, demand or request must be given pursuant to the terms of this Agreement shall commence to run from the date of receipt.

Section 15. Recording. This Agreement or any appropriate memorandum thereof may be recorded by Purchaser at its sole cost and expense.

Section 16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. An executed facsimile, PDF or other electronic version of this Agreement or any portion hereof (including signatures via DocuSign), including the signature page of any party, shall be deemed an original for all purposes.

Section 17. Time of the Essence. Time is of the essence of this Agreement.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 19. Successors and Assigns. The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective heirs,

successors and permitted assigns of Seller and Purchaser and shall run with the land. Purchaser shall have the right to assign its rights and/or obligations under this Agreement upon notice to Seller provided, however, no assignment shall release Purchaser of its obligations hereunder.

Section 20. Severability. If any section, subsection, term or provision of this Agreement 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 Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 21. Captions and Headings. The captions appearing in this Agreement are inserted as a matter of convenience and for reference, and in no way affect this Agreement, or define, limit or describe its scope, intent or any of its provisions.

Section 22. Broker. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction. In the event of any claim for a broker's or a finder's fee or commission in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party will defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. The mutual indemnities and representations and warranties of each of Seller and Purchaser in this section will survive the Closing.

Section 23. Amendment. This Agreement may only be amended by the unanimous written consent of Seller and Purchaser.

Section 24. Strict Construction. The rule of strict construction shall not apply to this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

Section 25. Entire Agreement. This Agreement and the provisions of the Development Agreement dated as of August 21, 2023 (the "Development Agreement"), by and between Purchaser and the City of Boonville, Missouri, contain the entire agreement among the parties pursuant to the Real Estate. The provisions of the Development Agreement shall survive the Closing and the recording of the deed.

(the signature of the parties appears on the following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first above written.

SELLER:

BOONSLICK COMMUNITY DEVELOPMENT
CORPORATION, INC., a Missouri nonprofit corporation

By: _____
Name: _____
Title: _____

PURCHASER:

KEMPER APARTMENTS, LLC, a Missouri limited
liability company

By: _____
Name: _____
Title: _____

Exhibit A

Date: December 4, 2023

To: Mayor and Council

From:

Re: Mayor

Date: December 4, 2023

To: Mayor and Council

From:

Re: City Clerk



Missouri Gaming Commission State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 10/1/2023 through 10/31/2023
Year beginning 10/1/2023

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of Adm Tax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
10/01/2023	Sunday	\$7,182.00	\$50,660.48	\$57,842.48	\$3,591.00	\$45,594.43	\$5,066.05	\$8,657.05
10/02/2023	Monday	\$3,992.00	\$27,378.27	\$31,370.27	\$1,996.00	\$24,640.44	\$2,737.83	\$4,733.83
10/03/2023	Tuesday	\$4,698.00	\$31,078.37	\$35,776.37	\$2,349.00	\$27,970.53	\$3,107.84	\$5,456.84
10/04/2023	Wednesday	\$4,682.00	\$31,496.36	\$36,178.36	\$2,341.00	\$28,346.72	\$3,149.64	\$5,480.64
10/05/2023	Thursday	\$5,192.00	\$36,305.23	\$41,497.23	\$2,596.00	\$32,674.71	\$3,630.52	\$6,226.52
10/06/2023	Friday	\$7,686.00	\$61,754.52	\$69,440.52	\$3,843.00	\$55,579.07	\$6,175.45	\$10,018.45
10/07/2023	Saturday	\$9,760.00	\$91,011.03	\$100,771.03	\$4,880.00	\$81,909.93	\$9,101.10	\$13,981.10
10/08/2023	Sunday	\$6,346.00	\$44,558.63	\$50,904.63	\$3,173.00	\$40,102.77	\$4,455.86	\$7,628.86
10/09/2023	Monday	\$4,026.00	\$36,656.34	\$40,682.34	\$2,013.00	\$32,990.71	\$3,665.63	\$5,678.63
10/10/2023	Tuesday	\$4,682.00	\$35,862.15	\$40,544.15	\$2,341.00	\$32,275.94	\$3,586.21	\$5,921.21
10/11/2023	Wednesday	\$4,208.00	\$29,177.64	\$33,385.64	\$2,104.00	\$26,259.88	\$2,917.76	\$5,021.76
10/12/2023	Thursday	\$4,772.00	\$37,508.32	\$42,280.32	\$2,386.00	\$33,757.49	\$3,750.83	\$6,136.83
10/13/2023	Friday	\$9,694.00	\$79,810.56	\$89,504.56	\$4,847.00	\$71,829.50	\$7,981.06	\$12,828.06
10/14/2023	Saturday	\$10,296.00	\$71,377.60	\$81,673.60	\$5,148.00	\$64,239.84	\$7,137.76	\$12,285.76
10/15/2023	Sunday	\$8,056.00	\$46,920.96	\$54,976.96	\$4,028.00	\$42,228.86	\$4,692.10	\$8,720.10
10/16/2023	Monday	\$3,538.00	\$22,148.97	\$25,686.97	\$1,769.00	\$19,934.07	\$2,214.90	\$3,993.90
10/17/2023	Tuesday	\$4,460.00	\$35,078.58	\$39,538.58	\$2,230.00	\$31,570.72	\$3,507.86	\$5,497.86
10/18/2023	Wednesday	\$4,056.00	\$34,697.41	\$38,753.41	\$2,028.00	\$31,227.67	\$3,469.74	\$5,497.74
10/19/2023	Thursday	\$5,008.00	\$38,151.85	\$43,159.85	\$2,504.00	\$34,336.67	\$3,815.18	\$6,319.18
10/20/2023	Friday	\$7,682.00	\$51,873.79	\$59,555.79	\$3,841.00	\$46,686.41	\$5,187.38	\$9,028.38
10/21/2023	Saturday	\$8,948.00	\$61,297.82	\$70,145.82	\$4,424.00	\$55,168.04	\$6,129.78	\$10,553.78
10/22/2023	Sunday	\$6,918.00	\$42,204.49	\$49,122.49	\$3,459.00	\$37,984.04	\$4,220.45	\$7,679.45
10/23/2023	Monday	\$3,610.00	\$18,151.27	\$21,761.27	\$1,805.00	\$16,336.14	\$1,815.13	\$3,620.13
10/24/2023	Tuesday	\$4,256.00	\$28,984.33	\$33,240.33	\$2,128.00	\$26,085.90	\$2,898.43	\$5,026.43
10/25/2023	Wednesday	\$4,594.00	\$46,380.56	\$50,974.56	\$2,297.00	\$41,742.50	\$4,638.06	\$6,935.06
10/26/2023	Thursday	\$5,628.00	\$30,481.76	\$36,109.76	\$2,814.00	\$27,433.58	\$3,048.18	\$5,862.18
10/27/2023	Friday	\$8,246.00	\$63,339.03	\$71,585.03	\$4,123.00	\$57,005.13	\$6,333.90	\$10,456.90
10/28/2023	Saturday	\$10,162.00	\$72,472.04	\$82,634.04	\$5,081.00	\$65,224.84	\$7,247.20	\$12,328.20
10/29/2023	Sunday	\$5,948.00	\$42,400.14	\$48,348.14	\$2,974.00	\$38,160.13	\$4,240.01	\$7,214.01
10/30/2023	Monday	\$3,318.00	\$32,631.39	\$35,949.39	\$1,655.00	\$29,368.25	\$3,263.14	\$4,922.14
10/31/2023	Tuesday	\$4,812.00	\$39,676.83	\$44,488.83	\$2,406.00	\$35,709.15	\$3,967.68	\$6,373.68
Casino Report Totals:		\$186,356.00	\$1,371,526.72	\$1,557,882.72	\$93,178.00	\$1,234,374.06	\$137,152.66	\$230,330.66
Casino YTD Totals		\$186,356.00	\$1,371,526.72	\$1,557,882.72	\$93,178.00	\$1,234,374.05	\$137,152.67	\$230,330.67

NOV 15 2023

Public Works Monthly Report
October 2023

WWTP:

Total flow processed – 19,880,000 gallons

Average daily flow – 641,000 gallons

Sludge disposed – 56.82

WTP:

Gallons pumped from river – 32,191,000 gallons

Gallons pumped to customer – 31,753,000 gallons

Remarks:

Water Distribution / Sewer Collection:

Repaired 12 water main breaks

Installed new Fire Hydrant on Poplar at Jefferson Dr.

New Service at 1320 Kiowa Ct

Installed 10 new meters

Street Department:

Repaired Water Department Street Cuts

Helped with water leak repairs

Swept streets with street sweeper

Repaired Pot Holes

Painted Streets

Picked up yard waste

Central Garage:

Vehicles serviced and inspected – 8

Vehicle and equipment repairs – 15

Weather:

Average Temperature –65°

High Temperature – 95° October 1st, 2023

Low Temperature –35° October 31st, 2023

Total Rain –2.24"

Maximum Rain –0.96" October 29th, 2023