City Of est. 1839
BOONVILLE

City of Boonville

July 1, 2024

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.** Heather Yoder

II. **Roll Call**

III. **Hearing of Citizens' Comments**

IV. **Approval of Minutes**
   - **A.** June 17 council minutes

V. **Consent Items**

VI. **Presentation of Accounts and Claims**
   - **A.** Appropriations

VII. **Unfinished Business**
   - **A.** Second Reading of Bill No. 2024-10 Approving Final Site Plan for Top Dog
   - **B.** Second Reading of Bill No. 2023-11 Approving a lease agreement with State Fair Community College

VIII. **New Business**

IX. **Reports of Standing Committees**
   - **A.** Local Agency Funding (Drew Davis and Andrew Cowherd)
   - **B.** Board of Public Works (Drew Davis)
   - **C.** Street, Alley and Sanitation Board (Andrew Cowherd)
   - **D.** Architectural Review Board

X. **Reports of City Officials**
   - **A.** Mayor
   - **B.** City Administrator

C. City Clerk

XI. Miscellaneous

XII. Adjourn

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

City Of est. 1839
BOONVILLE
City of Boonville

June 17, 2024
7:00 PM
City Council Chambers
525 E. Spring Street
Boonville MO 65233

Public Hearing for Community Development Block Grant (CDBG) Program
June 17, 2024
7:00 P.M.

I. Closed Session RSMO 610.021

A. (1) Legal

II. Call to order – Pledge and Prayer

A. Steve Young

Call to order – The Boonville City Council met in Regular Session on June 17, 2024, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present; Kate Fjell, City Administrator; Amber Davis, City Clerk; Joe Pangburn, Sergeant at Arms. Mayor, Ned Beach and Interim City Counselor, Brad Wooldridge. The meeting was called to order Steve Young led the prayer, after the pledge of allegiance.

III. Roll Call

The following council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Brad Atkinson, Steve Young, Heather Yoder, Andrew Cowherd, and Sy Harvell.

IV. Hearing of Citizens' Comments

Hessie Watts came before the council to express her continued concerns about speeding on the Santa Fe Trail.

Paula Stern came before the council to express her continued concerns about speeding on Santa FE Trail.

V. Approval of Minutes

A. June 3 council minutes

minutes stand as submitted

VI. Consent Items

None

VII. 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. Atkinson seconded the motion to approve the ordinance appropriating money. Roll call was taken. Ayes: Young, Yoder, Cowherd, Harvell, Venable, Davis, Atkinson and Young. Total (8) Opposed: None. Motion Carried.

VIII. Unfinished Business

A. Approval of Heritage Days 2024 Street and Parking closures

Mr. Venable moved to approve the street closures and Mr. Cowherd seconded the motion. Roll call was taken. Ayes: Young, Yoder, Cowherd, Harvell, Venable, Davis, Atkinson and Young. Total (8) Opposed: None. Motion Carried.

IX. New Business

A. Resolution R2024-09 Authorizing and Approving and Agreement with Rhad A Baker Construction for Hail Ridge Golf Course Parking Lot Improvements Phase 1

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

B. First Reading of Bill No. 2024-10 Approving Final Sie Plan for Top Dog

Ms. Davis read, by title only, a copy of the bill

C. First Reading of Bill No. 2023-11 Approving a lease agreement with State Fair Community College

Ms. Davis read, by title only, a copy of the bill

X. Reports of Standing Committees

A. Planning and Zoning (Drew Davis)

Minutes are in the packet

XI. Reports of City Officials

A. Mayor

None

B. City Administrator

Ms. Fjell pointed out the committee appointment changes that the council members had at their spots. The appointments are 2-year appointments.

Ms. Fjell updated the council on the leadline survey and the excavation for that is out for bid.

C. City Clerk

None

XII. Miscellaneous

Mr. Elbert referenced the Alliance Water Report, asking about the Mud Pocket Blow off Valve top Key temporary fix.

Mr. Cowherd stated that the Local Agency Funding Committee will meet soon for the 2024 funding.

Mr. Atkinson asked if there were plans to trim trees down the hill from lookout point, Mr. Linhart stated most of the trees down by the railroad the city does not own.

XIII. Adjourn

With no further discussion, Mr. Young moved and Mr. Davis seconded the motion to adjourn at 7:30 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 **July 1, 2024** the sum of **$695,717.35**

General Fund	$248,206.85
Sanitation	$26,743.37
CIP Tax	$8,094.09
Water Works	$132,639.45
Capital Projects	$0.00
Waste Water	$104,951.90
Tourism	$18,336.90
Gaming	$156,744.79
Parks/Water	$0.00
Kemper Sales Tax	$0.00
Economic Development Projects	$0.00

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **$695,717.35** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **July 1, 2024** read for the second time this **July 1, 2024** since a copy was made available prior to the meeting.

Approved **July 1, 2024**

_____
Mayor

Endorsed **July 1, 2024** : 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

BILL NO: 2024-10 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL SITE PLAN FOR TOP DOG, LLC, LOCATED AT 213 EAST ASHLEY ROAD, BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Top Dog, LLC is proposing to expand their operations at 213 East Ashley Road; and

WHEREAS, City staff met and communicated with Top Dog, LLC and Missouri Department of Transportation to discuss the proposed development plan; and

WHEREAS, The final plan was considered at the Planning and Zoning Commission meeting on June 11, 2024. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended their approval by the Council, pending submission of all building elevations for review and approval by City staff and engineers. Said site plans are incorporated herein as if set forth fully in this ordinance; and

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 of Boonville.

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

SECTION 1: That the preliminary plan as shown and indicated in **Exhibit A**, attached hereto, and made a part hereof, located at 213 East Ashley Road in the City of Boonville, Cooper County, Missouri should be and is hereby approved, pending submission of all building elevations for review and approval by City staff and engineer.

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

READ FOR THE FIRST-TIME 17th DAY OF JUNE 2024

READ FOR THE SECOND TIME THIS 1ST DAY OF JULY 2024, 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 1ST DAY OF JULY, 2024

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

FINAL SITE PLAN
213 ASHLEY ROAD, BOONVILLE
TOP DOG TRAINING

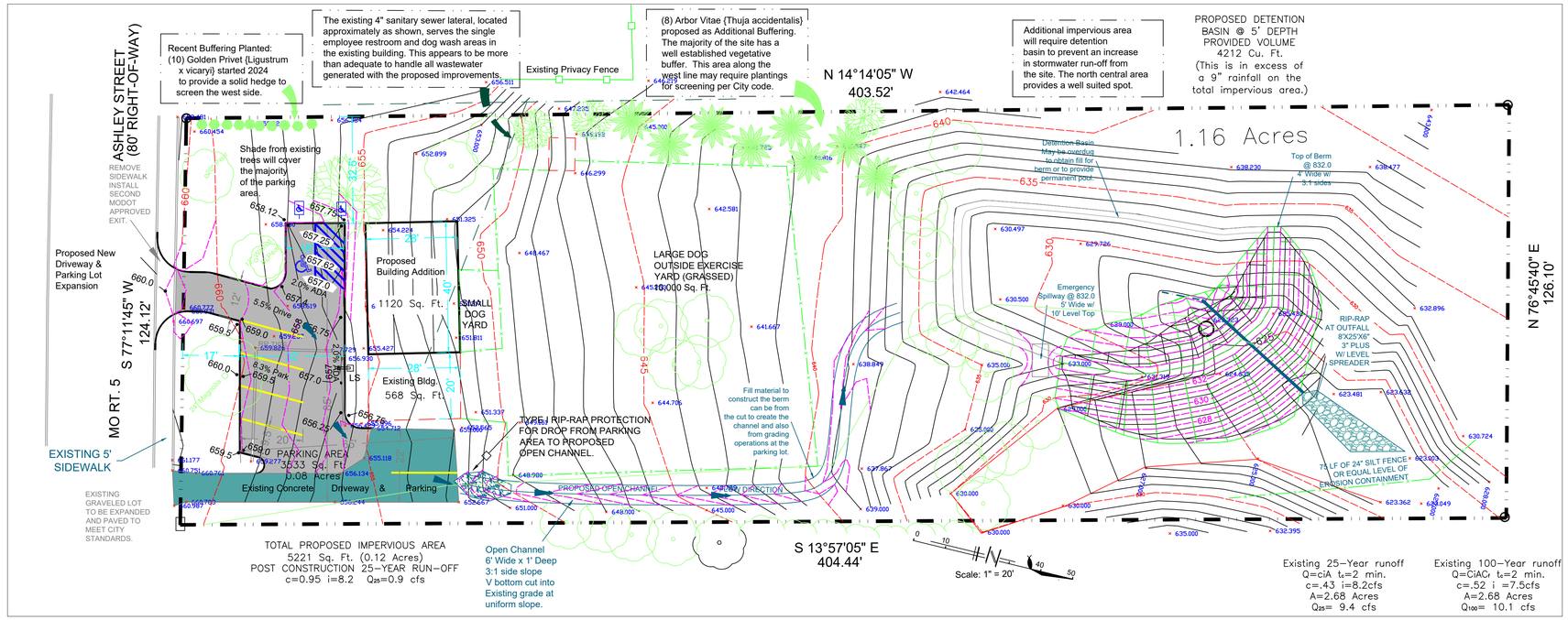
Proposed Parking Required:
Existing Building: 568 Sq. Ft.
Proposed Building: 1120 Sq. Ft.
Total Bldg. Area: 1688 Sq. Ft.
@ 1 space/ 300 Sq. Ft.
6 Total Parking Spaces Required
8 PARKING SPACES DEPICTED WITH YELLOW STRIPING.

BUILDING AND FOUNDATION DESIGN BY OTHERS.

One Parking Lot Light Standard shown proposed by entrance. Specification by others to be included with building plans in accordance with City standards.

HANDICAP ACCESSIBILITY

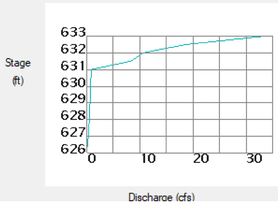
Parking lot grades have been revised (5/30/2024 Rev.) to show maximum of 2.08% in the vicinity of the now indicated ADA designated spaces. Striping and two signs to be installed per CIty of Boonville and ADA requirements. Final grade from the parking space to building entrance shall also meet all ADA guidelines,

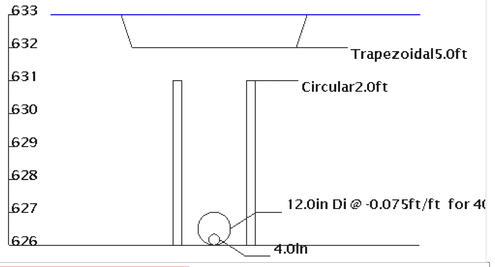


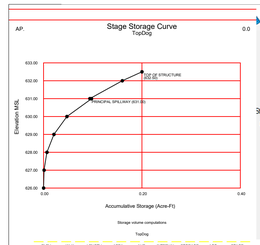
NOTES: The increased run-off from new impervious areas is less than 10% of the total predevelopment flow per the Rational Method.

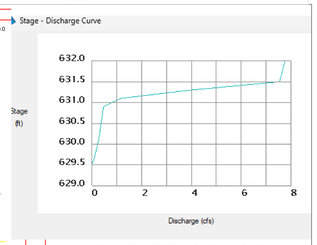
Stage - Discharge Result

Elev (ft)	Stage (ft)	Discharge (cfs)
629.50	3.50	0.77
630.00	4.00	0.82
630.50	4.50	0.87
631.00	5.00	0.92
631.50	5.50	8.37
632.00	6.00	10.65
632.50	6.50	18.70





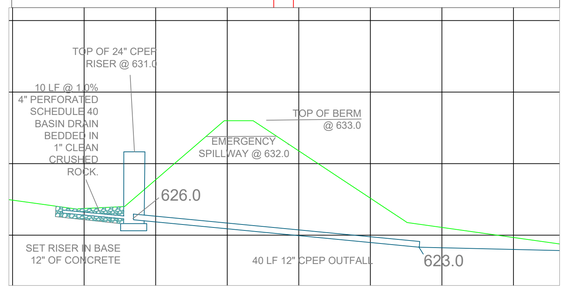


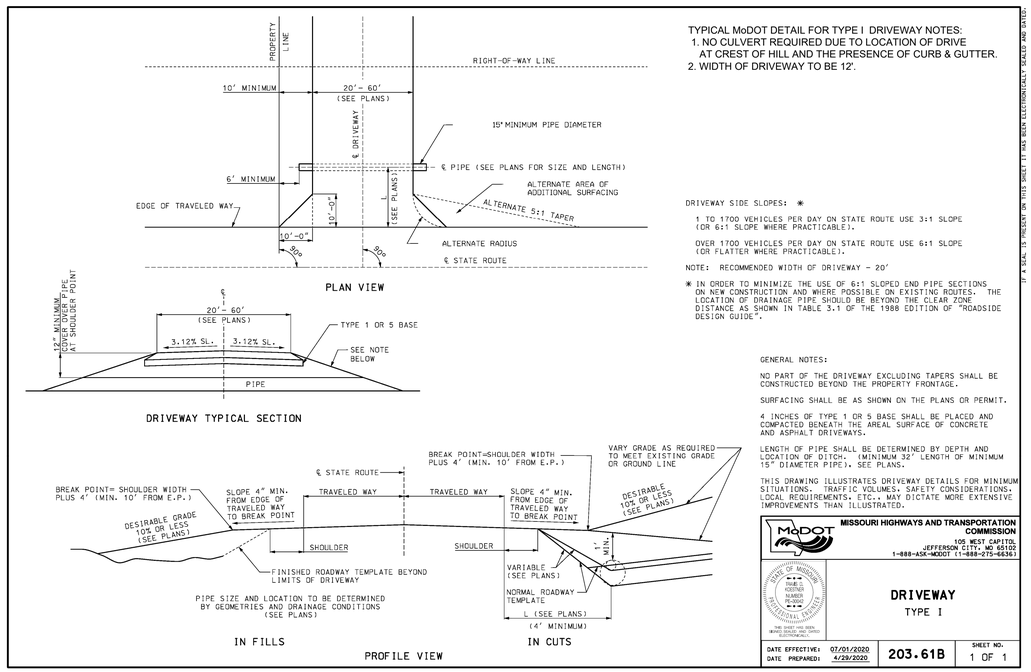


SUPPORTING CALC'S

DETENTION BASIN

OUTFALL DETAIL





TYPICAL MoDOT DETAIL FOR TYPE I DRIVEWAY NOTES:
1. NO CULVERT REQUIRED DUE TO LOCATION OF DRIVE AT CREST OF HILL AND THE PRESENCE OF CURB & GUTTER.
2. WIDTH OF DRIVEWAY TO BE 12'.

DRIVEWAY SIDE SLOPES: ✱

1 TO 1700 VEHICLES PER DAY ON STATE ROUTE USE 3:1 SLOPE (OR 6:1 SLOPE WHERE PRACTICABLE).

OVER 1700 VEHICLES PER DAY ON STATE ROUTE USE 6:1 SLOPE (OR FLATTER WHERE PRACTICABLE).

NOTE: RECOMMENDED WIDTH OF DRIVEWAY - 20'

✱ IN ORDER TO MINIMIZE THE USE OF 6:1 SLOPED END PIPE SECTIONS ON NEW CONSTRUCTION AND WHERE POSSIBLE ON EXISTING ROUTES. THE LOCATION OF DRAINAGE PIPE SHOULD BE BEYOND THE CLEAR ZONE DISTANCE AS SHOWN IN TABLE 3.1 OF THE 1988 EDITION OF "ROADSIDE DESIGN GUIDE".

GENERAL NOTES:

NO PART OF THE DRIVEWAY EXCLUDING TAPERS SHALL BE CONSTRUCTED BEYOND THE PROPERTY FRONTAGE.

SURFACING SHALL BE AS SHOWN ON THE PLANS OR PERMIT.

4 INCHES OF TYPE 1 OR 5 BASE SHALL BE PLACED AND COMPACTED BENEATH THE AREAL SURFACE OF CONCRETE AND ASPHALT DRIVEWAYS.

LENGTH OF PIPE SHALL BE DETERMINED BY DEPTH AND LOCATION OF DITCH. (MINIMUM 32' LENGTH OF MINIMUM 15" DIAMETER PIPE). SEE PLANS.

THIS DRAWING ILLUSTRATES DRIVEWAY DETAILS FOR MINIMUM SITUATIONS. TRAFFIC VOLUMES, SAFETY CONSIDERATIONS, LOCAL REQUIREMENTS, ETC., MAY DICTATE MORE EXTENSIVE IMPROVEMENTS THAN ILLUSTRATED.

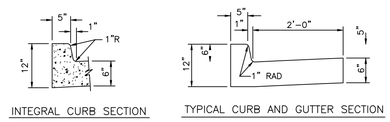
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

DRIVEWAY
TYPE I

DATE EFFECTIVE:	07/01/2020	203.61B	SHEET NO.
DATE PREPARED:	4/29/2020		1 OF 1

IF A SCAL IS MISSING ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED

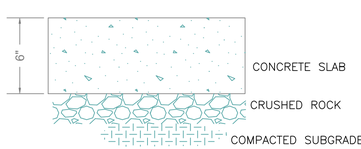
SITE VICINITY MAP
Scale: 1" = 200'



NOTES:

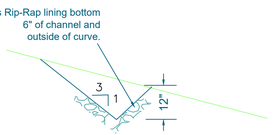
1. ALL CURBS SHALL BE P.C. CONCRETE.
2. INSTALL 1/2" EXPANSION JOINTS IN CURB AND GUTTER SECTION AT P.C. AND P.T. OF CURB RADIUS OF INTERSECTIONS.
3. INSTALL SAW JOINTS IN CURB AND GUTTER SECTION AT 10 FT. MAXIMUM SPACING, SEAL WITH BITUMASTIC JOINT SEALANT.
4. CURB CUTS AT DRIVEWAYS TO BE FIELD STAKED.

CURB DETAIL



PROVIDE CONTROL JOINTS AT MAXIMUM 12' SPACING IN BOTH DIRECTIONS.

CONCRETE PAVEMENT DETAILS



CHANNEL CROSS-SECTION

Design Channel Tue Apr 23 11:42:44 2024
Channel Parameters cobble lined

Channel Type:	Triangular		
Left Side Ratio:	3.000		
Right Side Ratio:	3.000		
Slope:	10.000 %		
Manning's n	0.040		
Results			
Flow:	0.900 cfs	Depth:	0.305 ft
Area of Flow:	0.279 sq ft	Wetted Perimeter:	1.930 ft
Hydraulic Radius:	0.145 ft	Velocity:	3.221 ft/s
Critical Depth:	0.354 ft	Top Width:	1.831 ft
EGL:	0.466 ft		

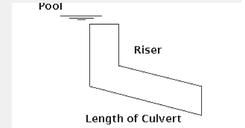
Drop Pipe Design

Riser Parameters

Shape	Circular
Top Elev	631.000 ft
Base Elev	626.000 ft
Diameter	24.000 in
Width	in
Orifice Coef.(0.4-0.6)	0.6000
Weir Coef.(3.33 in general)	3.3300

Culvert Parameters

Calculation Method:	Carlson Legacy / HDS-5
Diameter	12 in
Length	60.000 ft
Outlet Invert Elev	623.000 ft
Friction Coefficient	0.012
Entrance Loss Coefficient	1.000



Riser Inlets

Inlet Name	Inlet Type	Invert (ft)
Drain	Orifice	629.50

Add Edit Remove

Calculation

Headwater Elev	632.000 ft
Discharge	11.460 cfs

BOUNDARY SURVEY NOTE:
On September 1, 2022 I completed a boundary survey of the subject tract, being parcel 057035004009015000, also being the tract described by the Deed in Book 2006, Page 658. The results of the survey, performed in accordance with the Missouri standards are shown hereon.

STATE OF MISSOURI
NATHANAEL E. KOHL
NUMBER LS #2615
PROFESSIONAL LAND SURVEYOR

FINAL SITE PLAN NOTES:
This Final Site Plan has been prepared to show details for site improvements in accordance with Boonville requirements. Pavement design and grades, storm sewer conveyance and detention facilities proposed have been presented to ensure that the site is being properly developed and that storm water and erosion control concerns are going to be addressed. Since the area being developed represents a very small portion of the site and an even smaller portion of the watershed, the impact of the improvements is minimal.

STATE OF MISSOURI
NATHANAEL E. KOHL
NUMBER E-25643
REGISTERED PROFESSIONAL ENGINEER
4/30/2024

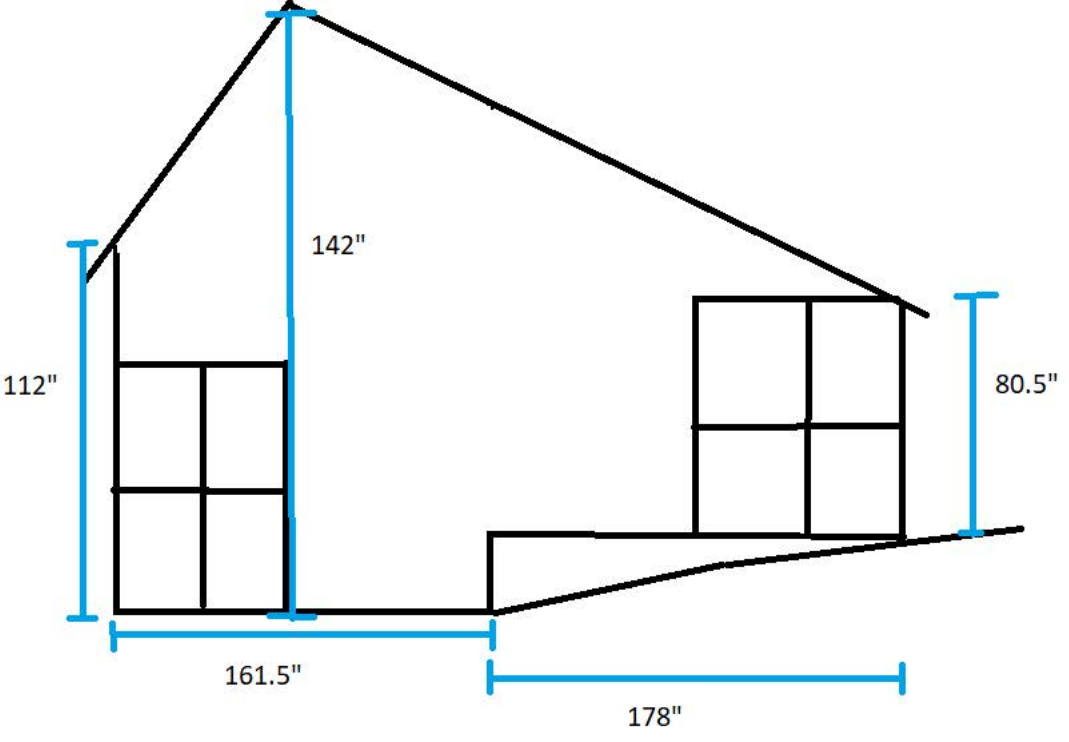
NATHANAEL E. KOHL
PROFESSIONAL ENGINEER
E #25643

May 30, 2024 ADA	NEK
April 25, 2024	NEK

TOP DOG TRAINING
FINAL SITE PLAN
213 ASHLEY ROAD, BOONVILLE

NATHANAEL SURVEYS & DESIGNS
1080 STATE ROUTE Y HARRISBURG, MO 65256
(573) 499-1241 E-MAIL NatesNew@AOL.COM

220888 | SHT. 1 OF 22


142"
112"
80.5"
161.5"
178"

Commercial Construction Schedule Top Dog Training LLC
(Estimation)

Project Title
Top Dog Training LLC Expansion Plan, 2024

Project Manager
Heather Overstreet-Yoder

Location
213 E Ashley Rd. Boonville, MO 65233

Client
N/A

Task Name	Status	Assigned to	Start Date	End Date	Duration
concrete approach	N/A	Top Dog	June 2024	1-2 weeks	1/2 day
Concrete Parking Lot	N/A	Top Dog	Fall or Spring	1-2 weeks	1 day
Landscaping	some	Top Dog	Fall or Spring	N/A	1 day
Shipping container Add	N/A	Top Dog	June 2024	1 week	1 day
Framing	N/A	Top Dog	June 2024	N/A	1 week

BILL NO. __2024- 11__ ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND STATE FAIR COMMUNITY COLLEGE FOR THE PURPOSES OF OPERATING A COMMUNITY COLLEGE AND ASSOCIATED ACTIVITIES AT SCIENCE HALL ON THE KEMPER CAMPUS; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City of Boonville purchased the Kemper Military Academy and Campus at auction on April 4, 2003, including Science Hall, and has been actively marketing the buildings and core campus for re-use; and

WHEREAS, State Fair Community College (hereinafter "SFCC") has a history of providing quality higher education at its main campus in Sedalia as well as several off-campus facilities and has enthusiastically embraced the opportunity for expansion and filling a demonstrated community need in Boonville; and

WHEREAS, the City believes this arrangement to be a reasonable and fair method to effectively and efficiently use this City property for the benefit of the City, its citizens and SFCC as the Junior College District authorized to serve the Boonville community; and

WHEREAS, the City and SFCC have had a lease agreement since 2012 and renewed in 2019 when SFCC has consolidated operations into Science Hall on the Kemper Campus.

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 Science Hall Lease Agreement with all attached exhibits hereto set forth as **Exhibit "A"** to this ordinance and further authorizes the Mayor to execute said Lease.

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: June 17, 2024

READ FOR THE SECOND TIME AND PASSED THIS 1st DAY OF JULY 2024, AFTER A COPY OF THIS ORDINANCE AND AGREEMENTS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION FOLLOWING ITS FIRST READING.

_____
PRESIDENT OF THE COUNCIL

APPROVED THIS 1st DAY OF JULY, 2024

_____
NED BEACH, MAYOR

ATTEST:

_____
AMBER DAVIS, CITY CLERK

Science Hall Lease Agreement
Between City of Boonville and State Fair Community College

This Lease Amendment, made and entered into as of the 17th day of June, 2024, by and between the City of Boonville, a Missouri Municipal Corporation, whose principal office is located at 401 Main Street, Boonville, Cooper County, Missouri (hereinafter "City") and the Community College District of Mid Missouri dba State Fair Community College, whose principal place of business is located at 3201 W. 16th Street, Sedalia, Pettis County, Missouri (hereinafter "College").

WHEREAS, the City desires to partner with the College to reuse a portion of the Kemper Campus for its highest and best use by providing higher education and workforce development opportunities to the community; and

WHEREAS, the College desires to partner with the City to expand its programming to the Boonville area and locally serve the students currently traveling to the Sedalia campus, and

WHEREAS, it is the desire of both parties to grow the enrollment of the College on the Kemper Campus and provide for future expansion and complementary activities in adjoining buildings and park area, and

WHEREAS, the College has previously been operating out of the Library Learning Center since 2012 and has now consolidated its operations to Science Hall since 2019.

WITNESSTH:

1. **Premises and Use**. The City agrees to rent, demise and lease to the College the finished space at Science Hall on the Kemper Campus for use as classrooms and academic support areas.

The City also provides fifty (50) parking spaces for the use of the College with the majority of the spaces (44) being located on the existing parking area to the west and north of Science Hall, and the remaining spaces being located to the east of Science Hall on Third Street. These parking areas will be designated as student and faculty parking for the college. However, for special events at the Kemper Campus and/or park areas, the parking may be opened for public use upon coordination and permission by the College. Provided, however that it is understood and agreed the City has passed a temporary sales tax to be used for certain capital improvements on and adjacent to the Kemper Campus. Part of the capital improvement plan is to re-design and enlarge the current parking area located to the west of the Library Learning Center (exclusive of the parking area as described above). It is further understood and agreed that it is anticipated that the Boonslick Regional Library – Cooper County Branch, may acquire ownership of the Library Learning Center and will require certain regular and handicapped parking spaces in connection with its relocation. The additional parking area to be located to the west of the Library Learning Center will be for the general use of the public using the library facility and will be so designated. Provided further that a certain number of handicapped parking spaces will be provided for the shared use of the college and the library. In this regard, the City will consult

with the College in advance of designating the number and location of handicapped parking spaces.

2. **Term and Option for Renewal.** The term of this Agreement shall be five (5) years beginning as of the 1st day of July, 2024 and ending on the 30th day of June, 2029**.** Provided, however, the college shall have the option, privilege and right to renew this Agreement for an additional period of five (5) years by giving the City written notice of its intention to exercise such option at least ninety (90) days prior to the expiration date of this Agreement. In the event the college desires to extend the term beyond said option period, the parties will enter into negotiations to continue or modify the terms and/or conditions no later than February 1, 2029. In the event either party does not desire to extend the term beyond said option period, that party shall serve notice of such on the other party no later than February 1, 2029.

3. Rent. The rent for first, second and third floors of Science Hall; and access to the fifty (50) parking spaces will be twenty-five thousand four hundred ($25,400) dollars annually, paid in twelve (12) equal, monthly installments. Rent is calculated at $2/sq foot for the building space utilized, representing 12,700 sq/ft utilized by the College.

4. Furnishings. The College shall provide the furniture and technology infrastructure including communications equipment, projectors, servers, switches and computers.

5. Utilities. The College shall maintain and pay for all utilities used in connection with the operation of the premises, including but not limited to water, sewer, trash, electric, gas and phone/data services.

6. Maintenance/Repairs. The City will be responsible for the exterior building and grounds maintenance and repair of Science Hall as well as the mechanical systems, including but not limited to, roof, window and doors, plumbing system, electrical system, HVAC system repairs and replacement, parking lot and sidewalk maintenance and snow/ice removal and lawn mowing.

The College will be responsible for interior and janitorial maintenance and supplies and any routine wear and tear maintenance of the interior finishes and restroom facilities including but not limited to painting, minor plumbing such as clogged drains and toilets, and changing light bulbs.

The City shall be responsible for maintaining a current elevator license for Science Hall through the State of Missouri and the College shall pay for monitoring and cleaning maintenance of the elevator. Repair or replacement of the elevator shall be the responsibility of the City.

7. Insurance. The City shall provide at its expense and maintain in full force and effect during the term of this Lease, fire, property/casualty, and liability insurance on the premises.
The College shall provide at its expense and maintain in full force and effect during the term of this Lease, general liability insurance for its activities on the premises. It is understood and agreed that to the extent the College desires other insurance coverage to protect the College

against loss to its personal property situated and maintained on the leased premises, such insurance shall be obtained by and maintained at the sole cost of the College.

8. Campus Development and Building Access. The parties shall work together and coordinate facility needs for future expansion and to accommodate growing or changing needs of the College and the City on the Kemper Campus during the term of the Agreement. The parties agree to notify each other on a timely basis of any potential tenants, purchasers, or uses in the currently unused grounds and/or other buildings on the Kemper Campus. The City agrees not to interfere with current operations or activities or bring incompatible uses to the Campus that would negatively impact on the services, students or faculty using Science Hall.

9. Rights of Default/Termination. If the College fails to comply with the terms and conditions of the Agreement, and shall remain in continuous default for thirty (30) days after receiving written notice of such noncompliance or default, except that if the cure of any such default or breach is prevented or delayed by fires, tornadoes, explosions, acts of God or other such casualties, or by strikes, lockouts, injunctions or any other things interfering with such matter, not under the reasonable control of the party, then the time for curing such default shall be extended during such period of delay, but lack of money shall not be deemed a cause beyond the party's control, then the City may immediately or at any time thereafter and without further notice, re-enter and recover possession of the entire premises from all persons and may at City's option without further notice, either terminate this Lease Agreement, re-let or otherwise dispose of the premises or any part thereof to others in such manner and on such terms as City deems best.

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

The College may terminate the Agreement in the event of a financial exigency with a one-year notice to the City of Boonville.

10. Entire Agreement/Modifications. This Agreement (i) constitutes the entire and integrated Agreement between the parties with respect to the transactions contemplated herein; (ii) supersedes and replaces all prior negotiations, contracts or understandings with respect to the transactions contemplated herein; and (iii) may be modified only by written instrument which refers to this Option Contract Lease Agreement (and any renewal thereof) and which is duly executed by the parties.

In Witness Whereof, the parties have affixed their signatures to duplicate copies, each of which shall be deemed an original, the day and year first above written.

City of Boonville, Missouri

_____

Ned Beach, Mayor

Attest:

_____

Amber Davis, City Clerk

State Fair Community College

Keith Acuff Digitally signed by Keith Acuff
Date: 2024.06.11 16:21:08 -05'00'

_____

Keith Acuff, VP Finance & Administration

Attest:

Diane J. Brockman Digitally signed by Diane J. Brockman
Date: 2024.06.12 09:54:52 -05'00'

_____

Diane Brockman, Controller

Minutes for Architectural Review Meeting
June 18th 2024

The Architectural Review committee met on Tuesday June 18th at City Council chambers located at 525 E. Spring St. Boonville, Mo. The Following members were present. Lindsay McGuire, Mary Pat Abele, and Ed Scrivner. Absent was Christy Lindhart and Heather Overstreet due to being elected to City Council.

Staff and Guest present:
Steve Hoge, Building Inspector and meeting facilitator

New Business:

Members met to Review a new single family dwelling submitted by Mike Esser located at 908 7th street. This was the same floor plan the committee reviewed in Jan. 2024. The floor plan was reversed and after discussion from the members, A motion was made to accept the plan without change by Mary Pat and seconded by Lindsay McGuire. The motion was followed by a unanamous vote to except.

After the vote, there was no further business and a Motion was Made by Ed Scrivner and seconded by Mary Pat to Adjourn.

Respectfully Submitted
Steve Hoge

908 7th / 912 7th

MIKE ESSER CONST.

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5

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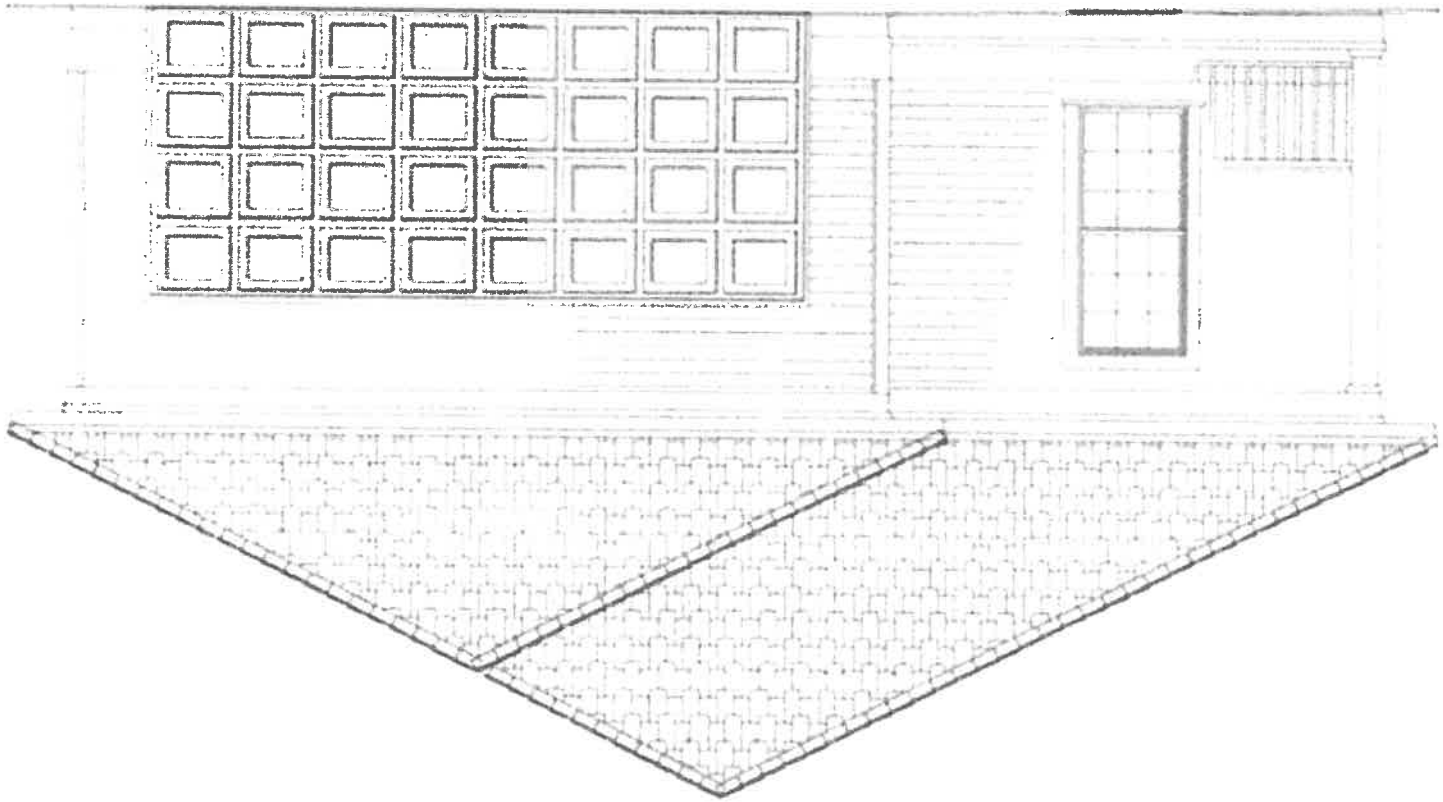

FULL SPECS & FEATURES

Basic Features

Bedrooms : 2
Baths : 2
Stories: 1
Garages: 2

Dimension

Depth : 69' 6"
Height : 16' 8"
Width : 28'

Area

Total : 1120 sq/ft
First Floor: 1120 sq/ft

Roof

Primary Pitch : 6:12
Roof Framing : Conventional
Roof Type : Asphalt

Exterior Wall Framing

Framing : Wood - 2x4

Additional Room Features

Main Floor Laundry