City Of est. 1839
BOONVILLE

City of Boonville

July 7, 2025
7:00 PM
City Council Chambers
525 E. Spring Street
Boonville MO 65233

Public Hearings at 7:00 p.m. for Rezoning of 911 Kemper Drive and Community Development Block Grant Program.

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

I. **Call to order – Pledge and Prayer**
   - **A.** Susan Meadows

II. **Roll Call**

III. **Hearing of Citizens' Comments**

IV. **Approval of Minutes**
   - **A.** June 16 Council Minutes

V. **Consent Items**

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

VII. **Unfinished Business**
   - **A.** Third Reading of Bill No. 2025-009 Approving Annexation of Ballparks Central at 17120 Jackson Road and associated tracts
   - **B.** Second Reading of Bill No. 2025-010 Approving a Final Plat of a minor Subdivision at 913 Santa Fe Trail
   - **C.** Second Reading of Bill No. 2025-011 Authorizing and approving a rezoning of 911 Kemper Drive from R-3 to C-P
   - **D.** Second Reading of Bill No. 2025- 012 Approving a Preliminary Site Plan for 98 Investments, LLC

E. Second Reading of Bill No. 2025-013 Adopting a Procedure for considering redevelopment plan and tax abatement or exemption pursuant to Chapter 353 of the Revised Statutes of Missouri

VIII. New Business

A. Homecoming Parade

B. Consider Resolution R2025-11 Authorizing and Approving the Application of CDBG funds for roundabout at Hwy B and Americana Drive

C. Consider Resolution R2025-012 Authorizing and approving purchase of a pumper truck for Boonville Fire Department

D. First Reading of Bill No. 2025-014 Approving a Sublease with Cherry Road Media, Inc. at the Katy Depot

IX. Reports of Standing Committees

A. Housing Authority - June 11, 2025 (Susan Meadows)

X. Reports of City Officials

A. City Administrator

- FY 24-25 Audit Letter

B. Mayor

C. City Clerk

D. City Counselor

E. 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.

City Of est. 1839
BOONVILLE
City of Boonville

June 16, 2025
7:00 PM
City Council Chambers
525 E. Spring Street
Boonville MO 65233

PUBLIC HEARING AT 7:00 P.M. FOR ANNEXATION OF 17120 JACKSON ROAD, AND ASSOCIATED TRACTS

I. Call to order – Pledge and Prayer

A. Steve Young

The Boonville City Council met in Regular Session on June 16, 2025, 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; Randy Ayers, Sergeant at Arms; Ned Beach, Mayor; Teresa Studley, Assistant to the City Administrator; and Brad Wooldridge, City Counselor. Amber Davis, City Clerk, was absent. The meeting was called to order. Steve Young led the prayer after the Pledge of Allegiance.

II. Roll Call

The following council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Tanner Bechtel, Steve Young, Susan Meadows, Andrew Cowherd, and Sy Harvell.

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. June 2 minutes

The minutes stand as submitted

V. Consent Items

A. Consider Pay App No. 7 in the amount of **$9243.21** to GloveCon for City Hall Renovations

Mr. Venable moved, and Mr. Cowherd seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

VI. Presentation of Accounts and Claims

A. Appropriations

Mr. Venable moved, and Mr. Davis seconded the motion to approve the ordinance appropriating money. Roll call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

VII. Unfinished Business

A. Second Reading of Bill No. 2025-009 Approving Annexation of Ballparks Central at 17120 Jackson Road and associated tracts

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

VIII. New Business

A. First reading of Bill No. 2025-010 Approving a Final Plat of a Minor Subdivision at 913 Santa Fe Trail

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

B. First Reading of Bill No. 2025-011 Authorizing and approving a rezoning of 911 Kemper Drive from R-3 to C-P

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

C. First Reading of Bill No. 2025-012 Approving a Preliminary Site Plan for 98 Investments LLC

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

D. First Reading of Bill No. 2025-013 Adopting a Procedure for considering redevelopment plan and tax abatement or exemption pursuant to Chapter 353 of the Revised Statutes of Missouri

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

IX. Reports of Standing Committees

A. Planning and Zoning 6.10.25 (Sy Harvell)

Mr. Harvell gave an update on the meeting. The minutes are in the packet.

Ms. Fjell requested a motion to schedule a public hearing on July 7th at 7:00 p.m. for a rezoning of 911 Kemper Drive.

Mr. Cowherd moved, and Mr. Bechtel seconded the motion to set the public hearing. Roll

call was taken. Ayes: Elbert, Venable, Davis, Bechtel, Young, Meadows, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

B. Fire Board Meeting (Tanner Bechtel)

Mr. Bechtel was not able to attend. Minutes are in the packet.

X. Reports of City Officials

A. Mayor

None

B. City Administrator

- New Requirements for City Yard Waste Collection and Drop-off

Ms. Fjell announced that you must now place your yard waste in a compostable paper bag. They are available at Tractor Supply or Walmart.

- Pumper Truck Discussion

Fire Chief Cooper came before the council to discuss the purchase of a used 2014 pumper truck.

There was a brief discussion about this purchase. Mr. Bechtel moved, and Ms. Meadows seconded the motion to approve the purchase.

Roll call was taken. Ayes: Elbert, Davis, Bechtel, Young, Meadows, Cowherd, and Harvell. Total (7). Opposed Venable (1): Absent: None. Motion Carried.

C. City Clerk

Ms. Studley reminded the council that the next regular council meeting is scheduled for July 7, which is three weeks away, due to June having five Mondays.

D. City Counselor

Mr. Wooldridge announced he will not be at he July 7th meeting.

XI. Miscellaneous

Mr. Elbert inquired about the condition and quality of the baseball fields and why Ms. Brady isn't using those for her tournaments. Ms. Fjell stated that the city's baseball fields are in great condition. Ms. Brady's fields will be for a different purpose, for travel baseball leagues and large tournaments.

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Davis seconded the motion to adjourn at 8:06 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 7, 2025** the sum of **$446,918.61**

General Fund	$209,465.50
Sanitation	$56,216.90
CIP Tax	$53,835.24
Water Works	$27,149.49
Capital Projects	$35,092.70
Waste Water	$25,461.59
Tourism	$16,464.49
Gaming	$9,924.65
Parks/Water	$4,527.80
Kemper Sales Tax	$8,780.25
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 **$446,918.61** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **July 7, 2025** read for the second time this **July 7, 2025** since a copy was made available prior to the meeting.

Approved **July 7, 2025**

_____
Mayor

Endorsed **July 7, 2025** : 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. 2025-009 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI ANNEXING CERTAIN CONTIGUOUS TERRITORY OWNED BY KIM BRADY, LOCATED AT 17120 JACKSON ROAD AND ASSOCIATED TRACTS, COOPER COUNTY, MISSOURI, INTO THE CITY OF BOONVILLE, MISSOURI; ZONING THE PROPERTY AS C-P COMMERCIAL DISTRICT; PROVIDING AN EFFECTIVE DATE THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, a verified petition, herein attached as "**EXHIBIT A**" as amended and made a part hereof, signed by the owners of the real estate hereinafter described and commonly referred to as 17120 Jackson Road and associated tracts, containing approximately 20.18 and 11.00 acres, respectively, requesting annexation of said territory into the City of Boonville, Missouri was filed with the City Clerk on April 28, 2025; and

WHEREAS, the petition was amended on May 13, 2025 to include the above-referenced additional 11.00 acres adjacent to the original 20.18 acres; and

WHEREAS, the petition is requesting annexation into the City of Boonville and includes an application for the property to be zoned as a C-P Commercial District; and

WHEREAS, said real estate as hereinafter described is contiguous and compact to the present corporate limits of the City of Boonville, Missouri; and

WHEREAS, the Planning and Zoning Commission reviewed and approved the zoning application on May 13, 2025 to place the aforesaid tracts of approximately 20.18 and 11.00 acres, respectively, as herein legally described into the C-P Commercial district; and

WHEREAS, presentation and public hearings of the application for zoning and verified petition for voluntary annexation concerning said matters were held before the Planning and Zoning Commission on May 13, 2025 and a public hearing before the City Council of Boonville, Missouri on June 16, 2025 at 7:00 PM.

WHEREAS, notices of said public hearings were given by publication of notice thereof, on May 15, 2025, in the Columbia Daily Tribune, of a general publication in Cooper County, State of Missouri and to the owners of property within 185 feet by certified mail or personal service; and

WHEREAS, at said Public Hearing, all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed zoning and annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Boonville, Missouri within fourteen days after the public hearing; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation; and

WHEREAS, the City Council of the City of Boonville, Missouri, does find and determine that said annexation is reasonable and necessary to the proper 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: Pursuant to the provisions of Section 71.012 RSMo as amended, the real estate described to wit in "**EXHIBIT A**" as amended and attached hereto and made a part hereof, is hereby annexed into the City of Boonville, Missouri.

SECTION 2: The boundaries of the City of Boonville, Missouri are hereby altered so as to encompass the real estate described to wit in "**EXHIBIT A**" as amended, lying contiguous and compact to the present corporate limits.

SECTION 3: The City Council of the City of Boonville, Missouri does place this property in **District C-P Commercial District** as recommended by the Planning and Zoning Commission.

SECTION 4: This property will be placed in Ward 3 of the City of Boonville, Missouri.

SECTION 5: The City Clerk of the City of Boonville is hereby ordered to cause three certified copies of this ordinance to be filed with the Cooper County Clerk, one copy recorded with the Cooper County Recorder of Deeds and one copy forwarded to the City Engineer for updating City maps and boundaries.

SECTION 6: This ordinance shall take effect and be in force from and after its passage.

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: **JUNE 2, 2025**

SECOND READING: **JUNE 16, 2025**

THIRD READING: **JULY 7, 2025**

FOURTH READING: **JULY 21, 2025**

READ FOR THE FOURTH TIME THIS 21ST DAY OF JULY 2025 AFTER A COPY OF THIS ORDINANCE AND EXHIBITS REFERENCED HEREIN HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING AND PUBLIC HEARINGS ON THE ZONING AND ANNEXATION MATTERS WERE PROPERLY HELD.

_____

PRESIDENT OF THE COUNCIL

APPROVED THIS 21ST DAY OF JULY, 2025.

_____

NED BEACH, MAYOR

ATTEST:

_____

AMBER DAVIS, CITY CLERK

RECEIVED
APR 28 2025
By

SAMPLE

VERIFIED PETITION TO THE CITY OF BOONVILLE, MISSOURI FOR THE ANNEXATION AND APPLICATION FOR ZONING OF PROPERTY

Ballparks Central, husband and wife / single, residing at
(name)
24194 Hwy 98 in Cooper County, Boonville, Missouri,
(street address)
65233 hereby presents this as their verified Petition for Annexation of Real Estate into the City of Boonville, Missouri (the "City"), pursuant to Section 71.012 RSMo., and their Application for the zoning of said real estate under the Ordinances of the City of Boonville. The Owners/Petitioners hereby request the City of Boonville as follows:

1. **Real Estate ("Property"):** The Real Estate (the "Property") to which this Petition relates is a 20.18 acre tract as described in a General Warranty Deed
(size of tract)
which was filed of record in the office of the Recorder of Deeds of Cooper County, Missouri on 11-8-2024 in Book 2022, Page 1758 The real property which is the
(date recorded) (book #) (page #)
subject of this Petition is legally described on **Exhibit** A, which is attached hereto and incorporated herein by reference.
(exhibit letter)

2. **Contiguity:** The above described and referenced real property is contiguous with and compact to the existing corporate limits of the City of Boonville, Missouri.

3. **Ownership:** The undersigned Owners/Petitioners are the owner of the fee simple interest in the above referenced Real Estate.

4. **Annexation Requested:** Owners/Petitioners request that the above referenced real estate be annexed into the corporate limits of the City of Boonville, Missouri, and submits that this annexation request by Owners/Petitioners is reasonable and necessary to the proper development of the City of Boonville. This 20.18 acre
(size of tract)
tract is contiguous to the City limits and provides continuity for the Wal-Mart Super Center
(neighboring property name)
property, also petitioning concurrently for annexation to the City. Owners/Petitioners submit that the City of Boonville has the ability to furnish normal municipal services to the above referenced real property within a reasonable time.

5. **Public Hearings Requested:** Owners/Petitioners request that a public hearing concerning the request for annexation in this Petition be held not less than fourteen (14) days nor more than sixty (60) days after the date this Petition is filed with the City of Boonville, Missouri, and that such hearing be held not less than seven (7) days after the notice of such hearing is published in a newspaper of general circulation

qualified to publish notices of legal matters. Owners/Petitioners also request that the Planning and Zoning Commission of the City of Boonville schedule a public hearing in accordance with the Ordinances of the City with respect to the rezoning of the Property.

6. **No Known Objection:** Owners/Petitioners know of no objection by any qualified voter to this Annexation Petition.

7. **Zoning Requested:** Pursuant to Section 101.1. Part Ten of Ordinance No. 1948 of the City of Boonville's Code of Ordinances, Owners/Petitioners request that the Property be categorized and zoned in the C-P .
(zoning code and zoning district name)

8. **Authority:** The undersigned Owners/Petitioners represent and warrant that they have full power and authority to execute this Petition and Application and that same has been executed and delivered to the City of Boonville, Missouri, as the free act and deed of Owners/Petitioners, and that this Petition has been duly verified in the manner required by the laws of the state of Missouri and ordinances of the City of Boonville. The undersigned Owners/Petitioners also represent that the tract described herein is currently being marketed for sale and that any purchaser shall be apprised of the pending petition, hearings and obligations including the requirement and costs for hooking onto the sewer line that is to be placed in the adjacent road right-of-way. In the event the annexation proceedings are not completed prior to any closing and new ownership of the property, the Owners/Petitioners shall immediately notify the City in order to take the necessary legal steps to verify new ownership and substitute parties for a valid annexation.

9. **Procedural Matters:** In addition to the foregoing petition and request, the Owners/Petitioners submit the following:

a. No portion of the Property is within the incorporated boundaries of any other municipality.

b. The Property is not presently zoned because Cooper County does not have a zoning ordinance or planning and zoning.

c. The proposed uses of the Property are substantially similar to and compatible with adjacent property usage.

d. Petitioners submit that the zoning requested is proper and necessary in order to permit the Property to be used in the manner hereafter described.

e. The names and addresses of owners of property located within _____ feet of the subject property are attached hereto as **Exhibit B**.
(# of feet) (exhibit letter)

f. A location map clearly showing the location of the property for which zoning and annexation is requested is attached hereto as **Exhibit C**.
(exhibit letter)

g. The Owners/Petitioners believe that their annexation and zoning application as hereby submitted is complete in all respects; however, Owners/Petitioners request permission to supplement and amend same to the extent that the City's legal counsel deems this Petition and Application to be deficient in any respect.

10. **Date of Petition:** This Petition and Application has been submitted to the City of Boonville, Missouri in the manner required by the Ordinances of the City of Boonville on this 29th day of April 2025

Kim A. Brady
Name of Petitioner

Name of Petitioner

Verification

The undersigned, Kim A. Brady (name), husband and wife / single, being of lawful age and being duly sworn, state and verify that the undersigned have reviewed the foregoing Petition for Annexation and Application for Zoning and that they are, for the purposes of this application, the Owners of the above referenced real estate and state, affirm, verify and acknowledge that they are duly authorized to execute the foregoing Petition and Application and hereby verify that the matters and facts set forth in the foregoing Petition are true and correct to the best of their knowledge and belief.

IN WITNESS WHEREOF, the Owner/Petitioner has executed this verification for the foregoing intents and purposes.

Kim A. Brady
Petitioner Name

Petitioner Name

State of Missouri)
) ss.
County of Cooper)

On this 28 day of April 2025, before me, a Notary Public, in and for said county and state, personally appeared Kim Brady (name), known to be to be the persons who executed the foregoing Petition for Annexation and Application for Zoning and who upon their oath and upon being duly sworn, verified and acknowledged to me that they executed the same as their free act and deed for the purposes therein stated, and that the facts therein stated are true to the best of their knowledge and belief.

Jean M Hampton
Notary Public
Commissioned in Saline County, MO

My commission expires: 5-24-27

JEAN M. HAMPTON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 24, 2027
SALINE COUNTY
COMMISSION #15053261

EXHIBIT A
TO PETITION FOR ANNEXATION AND REZONING

Legal Description – Ballparks Central **Property**
(name)

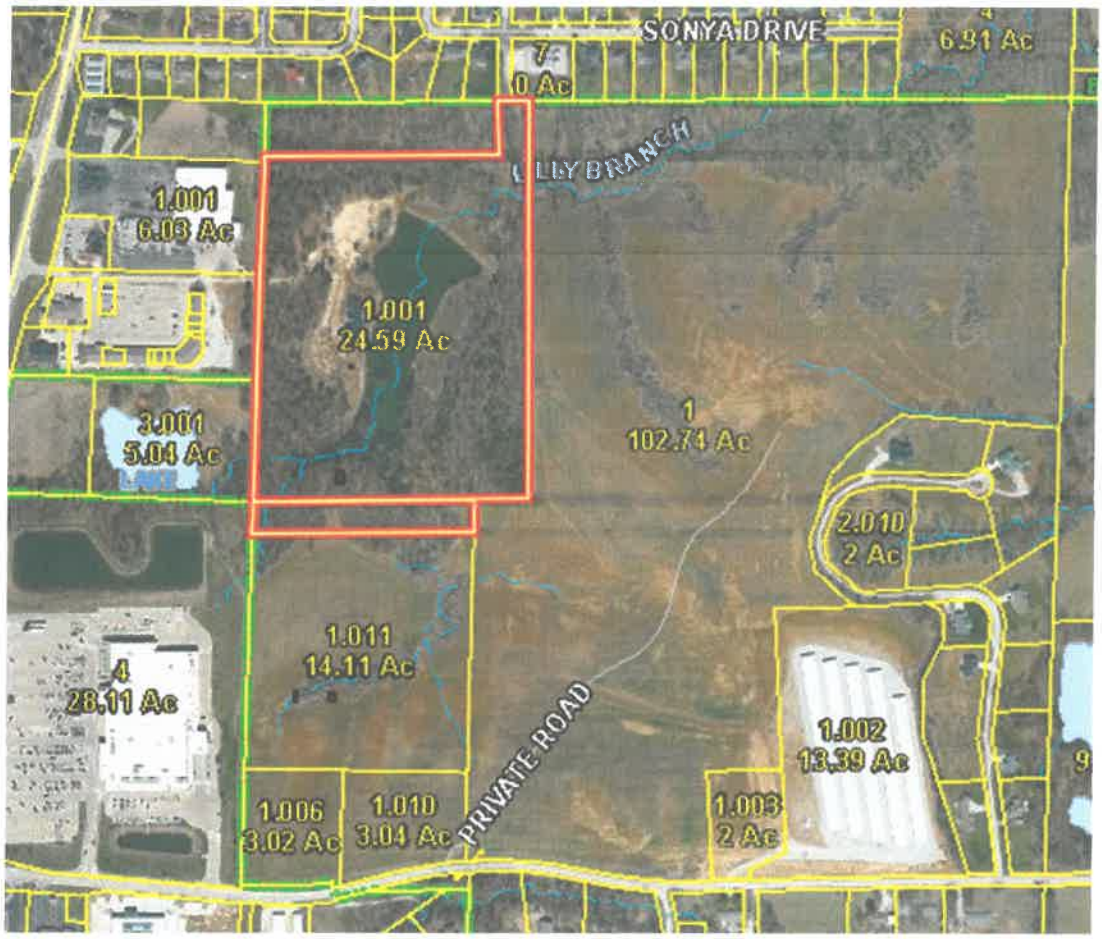
Lot #____ of _____ as shown and designated on the Recorded Plat of said
(subdivision)
subdivision as Recorded in Survey Book 2022, Page 1758 in the Office of Cooper
(book #) (page #)
County Recorder. Subject to Easements and Restrictions of Record.

EXHIBIT B
TO PETITION FOR ANNEXATION AND REZONING

Owners within _____ Feet of Subject Properties
(# of feet)

101001003001001001
MARTIN, CODY WAYNE TRUST & WEBER, A
17024 RYAN ST

CODY MARTIN PH #573-489-9547



101001003001001003
LTEAD INVESTMENTS LLC

LARRY VEST PH #660-621-1663

101001003001001000
EMMR LLC

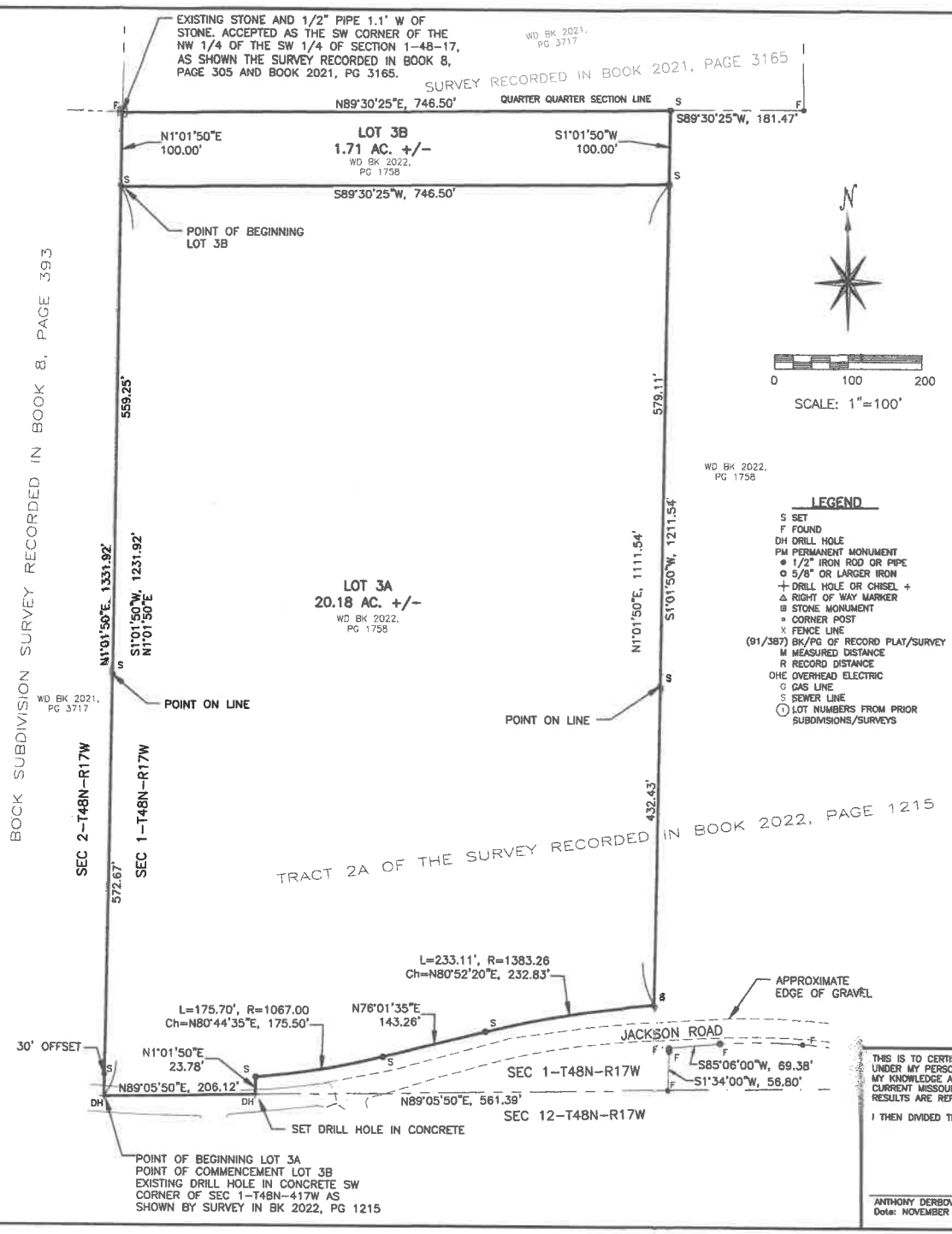
AND

101001003001001002
BOONVILLE SECURE STORAGE LLC

BRYCE EVANS PH #660-815-7692

EXHIBIT C
TO PETITION FOR ANNEXATION AND REZONING

Location Map



A SURVEY FOR
EMMR LLC. & KIM & ERIC BRADY

A PORTION OF TRACT 2A OF THE SURVEY RECORDED IN BOOK 2022, PG 1215.
LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST
COOPER COUNTY, MISSOURI

DESCRIPTION: LOT 3A

A TRACT OF LAND BEING A PORTION OF TRACT 2A OF THE SURVEY RECORDED IN BOOK 2022, PAGE 1215. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE N89°05'50"E, 206.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO A DRILL HOLE IN CONCRETE;
THENCE LEAVING SAID SECTION LINE N1°01'50"E, 23.78 FEET;
THENCE 175.70 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.00 FOOT AND WITH A CHORD OF N80°44'35"E, 175.50 FEET;
THENCE N76°01'35"E, 143.26 FEET;
THENCE 233.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1383.26 FOOT AND WITH A CHORD OF N80°52'20"E, 232.83 FEET;
THENCE N1°01'50"E, 1111.54 FEET;
THENCE S89°30'30"W, 746.50 FEET TO THE WEST LINE OF SAID SECTION 1;
THENCE WITH THE SAID WEST SECTION LINE S1°01'50"W, 1231.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 20.18 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2022 PAGE 1758 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

DESCRIPTION: LOT 3B

A TRACT OF LAND BEING A PORTION OF TRACT 2A OF THE SURVEY RECORDED IN BOOK 2022, PAGE 1215. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N1°01'50"E ALONG THE WEST SECTION LINE OF SAID SECTION 1 AND THE WEST LINE OF THE SURVEY IN BOOK 2022, PAGE 1215, 1231.92 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N1°01'50"E ALONG THE WEST SECTION LINE OF SAID SECTION 1 AND THE WEST LINE OF THE SURVEY IN BOOK 2022, PAGE 1215, 100.00 FEET TO THE SOUTHWEST CORNER OF THE SURVEY IN BOOK 2021, PAGE 3165;
THENCE N89°30'25"E ALONG THE SOUTH LINE OF SAID SURVEY, 746.50 FEET;
THENCE LEAVING THE SOUTH LINE OF SAID SURVEY, S1°01'50"W, 100.00 FEET;
THENCE S89°30'25"W, 746.50 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1.71 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2022 PAGE 1758 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

NOTES:

THE BASIS OF BEARINGS IS GRID NORTH AS DETERMINED BY GPS OBSERVATION.

THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY STANDARDS FOR A RURAL, CLASS PROPERTY NOVEMBER, 2024

ROADWAY(S) AND/OR DRIVEWAY(S) SHOWN HEREON ARE SHOWN AS LOCATED AT THE TIME OF THE SURVEY. THE SURVEYOR DOES NOT REPRESENT THAT THIS IS PUBLICLY MAINTAINED ROAD NOR THAT KNOWLEDGE OF AN EASEMENT FOR USE OF ACCESS EXISTS UNLESS PUBLISHED HEREON.

ONLY THE RECORDED DOCUMENTS REFERENCED HEREON WERE PROVIDED TO OR DISCOVERED BY THE SURVEYOR. NO ABSTRACT, CURRENT TITLE POLICY/COMMITMENT/REPORT OR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED TO SURVEYOR.

ANY FENCE LINES DEPICTED HEREON REPRESENT THE APPROXIMATE LOCATION OF AN EXISTING FENCE. THE FENCE MAY REPRESENT A POSSESSION LINE AND SHOULD NOT BE MOVED OR RECONSTRUCTED WITHOUT PRIOR CONSULTATION WITH THE ADJOINING LAND OWNERS.

THIS IS TO CERTIFY THAT AT THE REQUEST OF KIM BRADY, A SURVEY WAS EXECUTED UNDER MY PERSONAL SUPERVISION AND I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND THE RESULTS ARE REPRESENTED ON THIS PLAT OF SURVEY.

I THEN DIVIDED THE TRACT AS SHOWN ON THIS PLAT.

ANTHONY DERBOVEN, P.L.S. 2018019005
Date: NOVEMBER 5, 2024

OWN
Engineering beyond.™
401 S. Cleveland St
Fayette, MO 65248
660.728.5028
weareown.com
Missouri Certificate of Authority # 000062 Expires 12/31/25

JACKSON ROAD
Boonville, Cooper County, MO

DESCRIPTION: LOT 3A

A TRACT OF LAND BEING A PORTION OF TRACT 2A OF THE SURVEY RECORDED IN BOOK 2022, PAGE 1215. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A DRILL HOLE IN CONCRETE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N89°05'50"E, 206.12 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO A DRILL HOLE IN CONCRETE; THENCE LEAVING SAID SECTION LINE N1°01'50"E, 23.78 FEET; THENCE 175.70 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1067.00 FOOT AND WITH A CHORD OF N80°44'35"E, 175.50 FEET; THENCE N76°01'35"E, 143.26 FEET; THENCE 233.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1383.26 FOOT AND WITH A CHORD OF N80°52'20"E, 232.83 FEET; THENCE N1°01'50"E, 1111.54 FEET; THENCE S89°30'30"W, 746.50 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE WITH THE SAID WEST SECTION LINE S1°01'50"W, 1231.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 20.18 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 2022 PAGE 1758 OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

1
10.95 Ac
1.001
6.03 Ac
LILLY BRANCH
1.001
24.59 Ac
3.001
5.04 Ac
1
102.74 Ac
PRIVATE ROAD
17
6 Ac
18
6.27 Ac
18.001
8.26 Ac
OLD ROUTE B
B
2.010
2 Ac
1.011
14.11 Ac
4
28.11 Ac
19.001
18.47 Ac
1.006
3.02 Ac
1.010
3.04 Ac
PRIVATE ROAD
1.002
13.39 Ac
1.003
2 Ac
2
5.66 Ac

BTC
Community Minded...Just Like You

Cashiers Check
231678

DATE: 04/28/2025

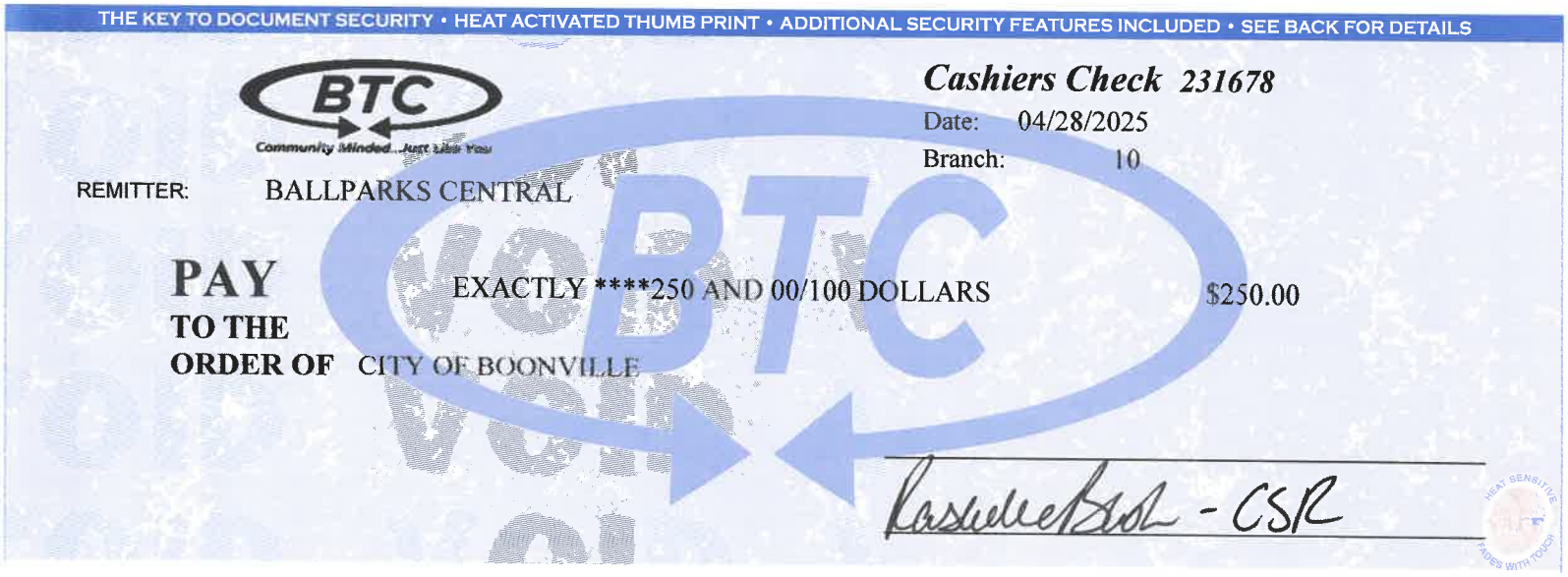
REMITTER: BALLPARKS CENTRAL

BRANCH: 10
ORIGINATOR: RBUSH
TIME: 10:28 AM
CK AMT: $250.00
FEE AMT: $0.00

To: CITY OF BOONVILLE

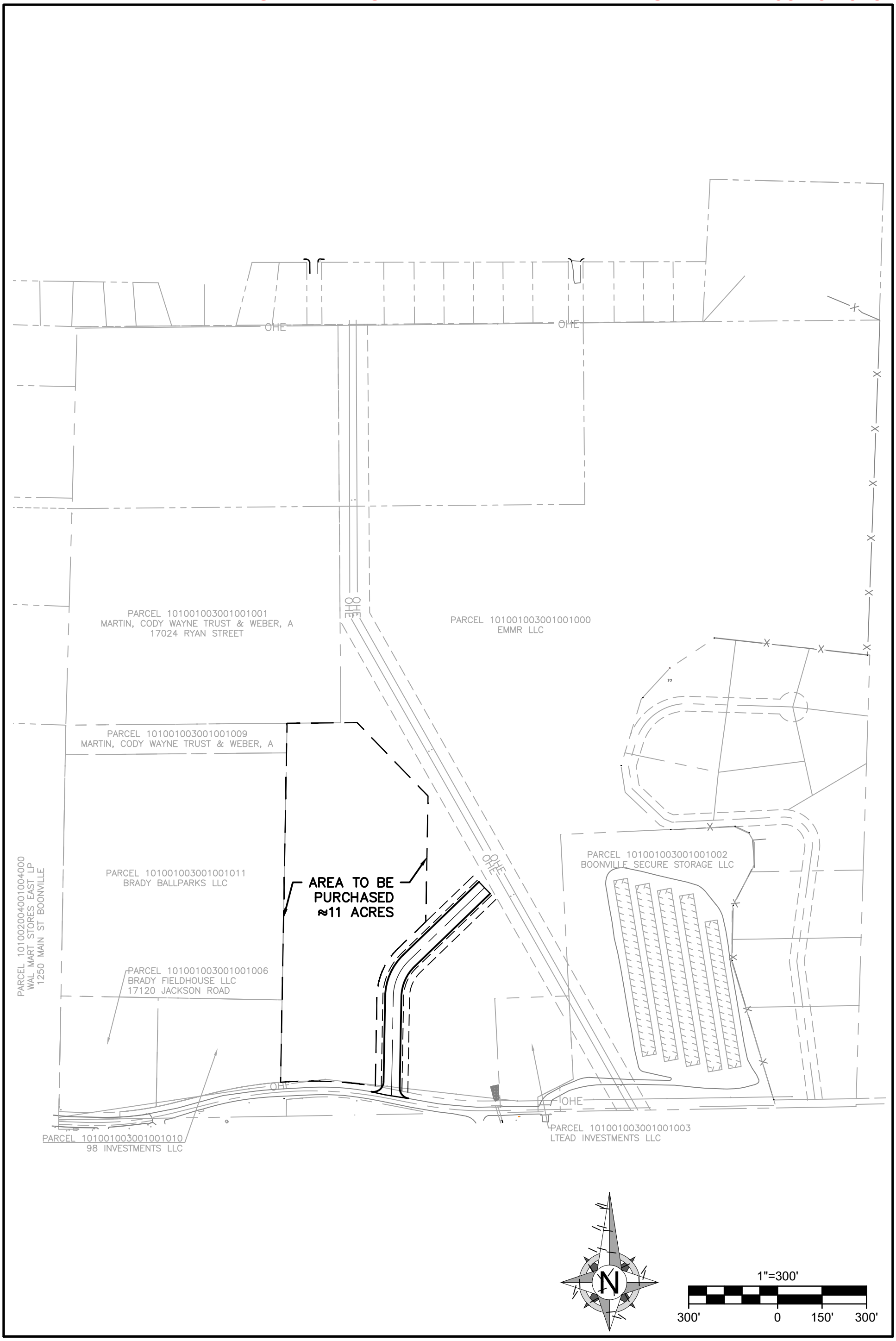
TOTAL: $250.00

NON-NEGOTIABLE



⑈231678⑈ ⑆101916307⑆ 438553⑈

THIS IS THE ADDED PROPERTY FOR THIS AMENDED PETITION ADDED 05.13.2025.



OWN
Engineering beyond.™
4240 Philips Farm Road, Ste 101
Columbia, MO 65201
573.397.5476
COA# 00062

KIM AND ERIC BRADY

BALLPARKS CENTRAL
LAND PURCHASE EXHIBIT A

Jackson Road Boonville, MO 65233

DRAWN BY: BLL	FIELD BY:
DATE: 05-12-2025	FIELD BK: -

RECEIVED
APR 28 2025
By VERIFIED

SAMPLE
PETITION TO THE CITY OF BOONVILLE, MISSOURI FOR THE ANNEXATION AND APPLICATION FOR ZONING OF PROPERTY

Ballparks Central, husband and wife / single, residing at
(name)
24194 Hwy 98 in Cooper County, Boonville, Missouri,
(street address)
65233 hereby presents this as their verified Petition for Annexation of Real Estate into the City of Boonville, Missouri (the "City"), pursuant to Section 71.012 RSMo., and their Application for the zoning of said real estate under the Ordinances of the City of Boonville. The Owners/Petitioners hereby request the City of Boonville as follows:

1. **Real Estate ("Property"):** The Real Estate (the "Property") to which this Petition relates is a 31 M/L acre tract as described in a General Warranty Deed
(size of tract)
which was filed of record in the office of the Recorder of Deeds of Cooper County, Missouri on 11-8-2024 in Book 2022, Page 1758. The real property which is the
(date recorded) (book #) (page #)
subject of this Petition is legally described on Exhibit A, which is attached
(exhibit letter)
hereto and incorporated herein by reference.

5.13.25 KMR

2. **Contiguity:** The above described and referenced real property is contiguous with and compact to the existing corporate limits of the City of Boonville, Missouri.

3. **Ownership:** The undersigned Owners/Petitioners are the owner of the fee simple interest in the above referenced Real Estate.

4. **Annexation Requested:** Owners/Petitioners request that the above referenced real estate be annexed into the corporate limits of the City of Boonville, Missouri, and submits that this annexation request by Owners/Petitioners is reasonable and necessary to the proper development of the City of Boonville. This 31 M/L acre tract is contiguous to the City limits and provides continuity for the Wal-Mart Super Center property, also petitioning concurrently for annexation to the City. Owners/Petitioners submit that the City of Boonville has the ability to furnish normal municipal services to the above referenced real property within a reasonable time.
(size of tract) (neighboring property name)

PB 5.13.25

5. **Public Hearings Requested:** Owners/Petitioners request that a public hearing concerning the request for annexation in this Petition be held not less than fourteen (14) days nor more than sixty (60) days after the date this Petition is filed with the City of Boonville, Missouri, and that such hearing be held not less than seven (7) days after the notice of such hearing is published in a newspaper of general circulation

BILL NO. 2025-010 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL PLAT OF A MINOR SUBDIVISION OF PROPERTY, 913 SANTA FE TRAIL, IN THE CITY OF BOONVILLE, COOPER COUNTY, MISSOURI

WHEREAS, Earl Day has made an application to subdivide the above-referenced parcel in the City of Boonville into two (2) separate parcels; and

WHEREAS, the current base zoning of the subject 8.32-acre lot is R-2 and R-1, and the Building Inspector has determined that the proposed subdivision of the parcel qualifies as a minor subdivision, subject to the procedures in Section 2 of Appendix A – Subdivisions; and

WHEREAS, after review, the Planning and Zoning Commission voted on June 10, 2025, to approve the final plat of the minor subdivision, attached hereto and marked as **Exhibit A**. Said final plat of the minor subdivision is incorporated herein as if set forth fully in this ordinance; and

WHEREAS, the City Council is required to approve this minor subdivision before it may be recorded, in accordance with Section 89.400.1, RSMo.

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

SECTION 1: That the final plat of the minor subdivision at **Exhibit A**, subdividing a tract located at 913 Santa Fe Trail, in the City of Boonville, be and is hereby approved.

SECTION 2: This ordinance shall take effect and be in full force from passage of this ordinance.

READ FOR THE FIRST TIME THE 16th DAY OF JUNE, 2025 AND PASSED THIS 7TH DAY OF JULY, 2025, AFTER A COPY OF THIS ORDINANCE AND REFERENCED FINAL PLAT OF THE MINOR SUBDIVISION HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS PASSAGE.

PRESIDENT OF THE COUNCIL

APPROVED THIS 7th DAY OF JULY, 2025

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

2025-0915

GEORGIA ESSER
RECORDER OF DEEDS
COOPER COUNTY, MISSOURI
RECORDED ON:
04/25/2025 03:20:49 PM

PAGES:1

COOPER COUNTY RECORDER OF DEEDS

Boonville, Missouri

SURVEY ~ PLAT

COVER PAGE

Document may be found on site

GEORGIA ESSER

COOPER COUNTY
RECORDER OF DEEDS

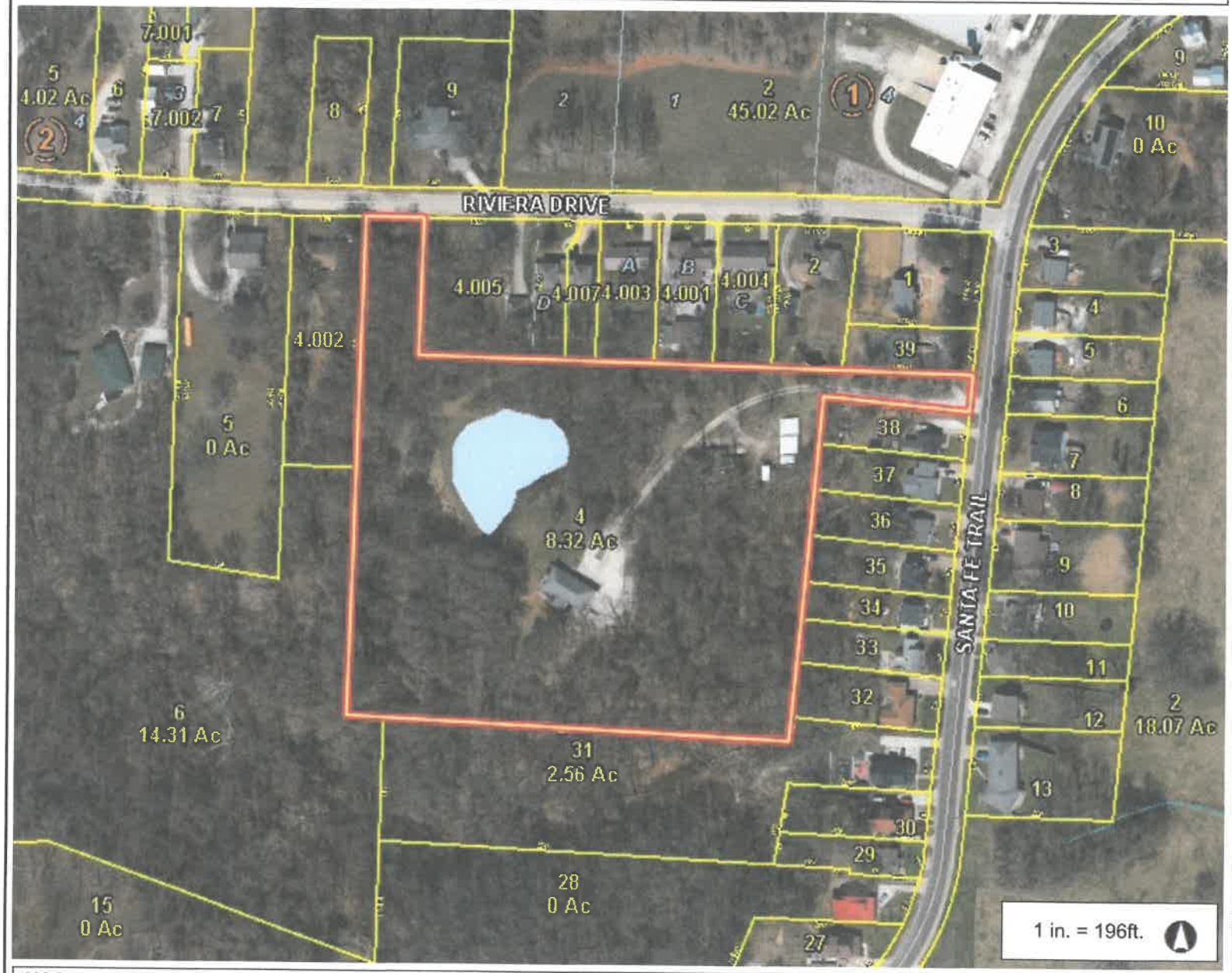
COOPER COUNTY
COURTHOUSE
200 MAIN STREET ~ RM 26
BOONVILLE, MO 65233

660-882-2161

F 047

Docid:8033329
Tx:4028187

Cooper County, MO



Legend

- Road
  - Interstate
  - US Highway
  - Numbered State Highway
  - Lettered State Highway
  - <all other values>
- Railroad
- Parcel
- Parcel Number/Acres
- Corporate Limit Line
- Land Hook
  - DASHED LAND HOOK
  - SOLID LAND HOOK
- Original Lot
- Tract
- Original Block
- Stream
- Water Boundary
- County Boundary

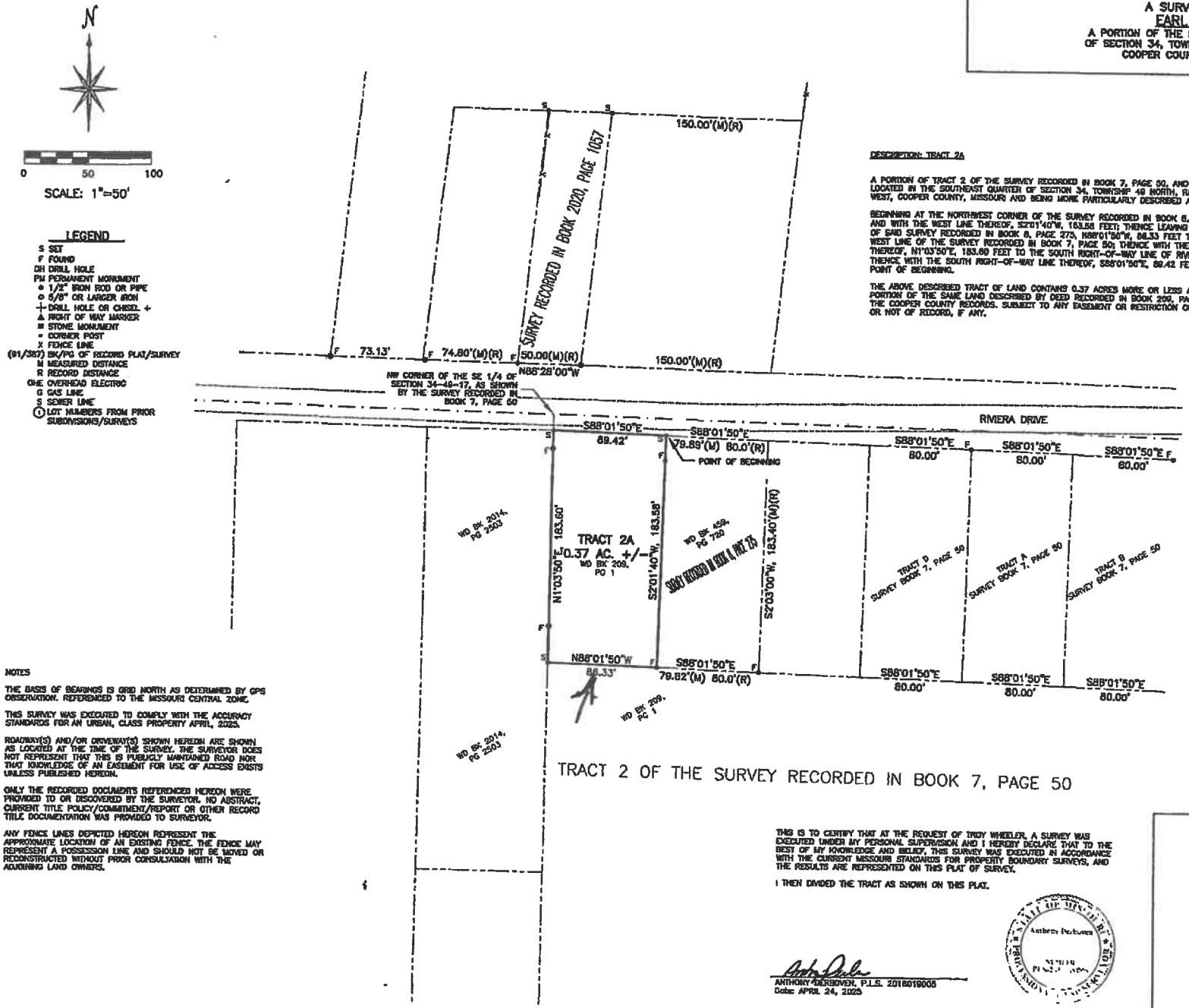
Notes

392.6 0 196.28 392.6 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

A SURVEY FOR
EARL DAY
A PORTION OF THE SOUTHEAST QUARTER
OF SECTION 34, TOWNSHIP 49, RANGE 17
COOPER COUNTY, MISSOURI



DESCRIPTION: TRACT 2A

A PORTION OF TRACT 2 OF THE SURVEY RECORDED IN BOOK 7, PAGE 50, AND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 49 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 6, PAGE 275 AND WITH THE WEST LINE THEREOF, S2°01'40"W, 183.58 FEET; THENCE LEAVING THE LINES OF SAID SURVEY RECORDED IN BOOK 6, PAGE 275, N88°01'50"W, 88.33 FEET TO THE WEST LINE OF THE SURVEY RECORDED IN BOOK 7, PAGE 50; THENCE WITH THE WEST LINE THEREOF, N1°03'50"E, 183.60 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RIVIERA DRIVE; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE THEREOF, S88°01'50"E, 89.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.37 ACRES MORE OR LESS AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 209, PAGE 1, OF THE COOPER COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

NOTES

THE BASIS OF BEARINGS IS GRID NORTH AS DETERMINED BY GPS OBSERVATION. REFERENCED TO THE MISSOURI CENTRAL ZONE.

THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY STANDARDS FOR AN URBAN, CLASS PROPERTY APRIL, 2025.

ROADWAY(S) AND/OR DRIVEWAY(S) SHOWN HEREON ARE SHOWN AS LOCATED AT THE TIME OF THE SURVEY. THE SURVEYOR DOES NOT REPRESENT THAT THIS IS PUBLICLY MAINTAINED ROAD NOR THAT KNOWLEDGE OF AN EASEMENT FOR USE OF ACCESS EXISTS UNLESS PUBLISHED HEREON.

ONLY THE RECORDED DOCUMENTS REFERENCED HEREON WERE PROVIDED TO OR DISCOVERED BY THE SURVEYOR. NO ABSTRACT, CURRENT TITLE POLICY/COMMITMENT/REPORT OR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED TO SURVEYOR.

ANY FENCE LINES DEPICTED HEREON REPRESENT THE APPROXIMATE LOCATION OF AN EXISTING FENCE. THE FENCE MAY REPRESENT A POSSESSION LINE AND SHOULD NOT BE MOVED OR RECONSTRUCTED WITHOUT PRIOR CONSULTATION WITH THE ADJOINING LAND OWNERS.

THIS IS TO CERTIFY THAT AT THE REQUEST OF TROY WHEELER, A SURVEY WAS EXECUTED UNDER MY PERSONAL SUPERVISION AND I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND THE RESULTS ARE REPRESENTED ON THIS PLAT OF SURVEY.

I THEN DIVIDED THE TRACT AS SHOWN ON THIS PLAT.

ANTHONY DERBOVEN, P.L.S. 2016019005
Date: APRIL 24, 2025

OWN
Engineering beyond.
401 S. Cleveland St
Fayette, MO 65248
660.728.5028
weareown.com
Missouri Certificate of Authority # 000052 Expires 12/31/26

Riviera Drive
Boonville, Cooper County, MO

SHT. 1 OF 01

2025-0915

2025-0915

GEORGIA ESSE
REGISTER OF DEEDS
COOPER COUNTY, MISSOURI
RECORDED ON
[illegible]

F047

BILL NO. 2025-011 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE REZONING APPLICATION FOR PRECISION BUILT, LLC., LOCATED AT 911 KEMPER DRIVE FROM R-3 TO C-P; AUTHORIZING AMENDMENT OF CITY'S ZONING ORDINANCE – APPENDIX C AND THE ZONING DISTRICTS MAP; PROVIDING AN EFFECTIVE DATE THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the re-zoning application, submitted by the current owner, Precision Built, LLC, hereinafter described and commonly referred to as 911 Kemper Drive, requests rezoning 8.94-acres of said property to C-P in the City of Boonville, Missouri; and

WHEREAS, The Planning and Zoning Commission has considered the rezoning application, herein attached and incorporated by reference as **Exhibit A** at the June 10, 2025 meeting and City Council held a public hearing on July 7, 2025, having first given fifteen days' notice of the time and place of such hearing in a paper of general circulation.

WHEREAS, The property was previously rezoned from C-P to R-3 in anticipation of new owners and a housing development project, that did not come to fruition with Ordinance No. 4568 on September 20th, 2021, and the current wishes to revert to the original C-P zoning; and

WHEREAS, The City Council of the City of Boonville, Missouri does find and determines that said rezoning will not adversely impact the City or neighboring property owners, is in the best interest of the public health, safety, and welfare by providing new and expanded business opportunities in the City.

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

SECTION 1: That the City Council of the City of Boonville, Missouri does place 8.94-acres of property into a C-P zoning district respectively, as detailed and described in **Exhibit A**, attached hereto, and incorporated by reference.

SECTION 2: That Sections 1.2(a) and (b) of Appendix C of the Code of Ordinances of the City of Boonville, Missouri pertaining to zoning districts are modified and amended to change the zoning classification of property herein described, portions of R-3 Residential to C-P Planned Business District.

SECTION 3: The City Engineer is hereby granted authority to amend the City zoning maps consistent with the provisions of this ordinance.

SECTION 4: The City Clerk of the City of Boonville is hereby ordered to cause three certified copies of this ordinance to be filed with the Cooper County Recorder.

SECTION 5: This ordinance shall take effect and be in force from and after its passage.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: 16TH DAY OF JUNE 2025

READ FOR THE SECOND TIME AND PASSED THIS 7TH DAY OF JULY, 2025, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

_____

PRESIDENT OF THE COUNCIL

APPROVED THIS 7TH DAY OF JULY 2025.

_____

NED BEACH, MAYOR

ATTEST:

_____

AMBER DAVIS, CITY CLERK

EXHIBIT A OF BILL NO. 2025-011
APPROVED BY COUNCIL

Fee Waived

REZONING APPLICATION FORM

Return forms to:
City Clerk
Boonville City Hall
401 Main Street
Boonville, MO 65233
660-882-2332

For Office Use Only
Date Submitted: _____
Filing Fee: $250 Cash___ Check ____
Public Hearing Date: _____
Date Advertised: _____
Date Notices Sent: _____

APPLICANT: Lauren Miller PHONE: 660-621-2754

ADDRESS: 3680 State Route J Franklin Mo 65250 EMAIL: precisionbuilt1llc.@proton.me

LOCATION/ADDRESS OF THE PROPERTY: Kemper St. Boonville Mo
(911 Kemper Drive Address)

PRESENT ZONING R-3 REQUESTED ZONING: C-P ACREAGE 8.94

PRESENT USE OF PROPERTY: storage

SURROUNDING LAND USE AND ZONING: C-P C-1 R-2

The following must accompany your application:

1. One copy of a statement describing the reasoning for the zoning, the impact of the proposed change (i.e. traffic, fire hazards, odors, etc), how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Boonville.
2. A certified list of names and addresses of all property owners within 185 feet of the perimeter of the property proposed to be changed
3. A map/plat of the property to be rezoned

Signature: Lauren Miller Date: 5-19-25

This is a statement explaining the reason for re-zoning the property on Kemper Sreet

We bought this property with plans to run our construction business out of it
We have a small construction business and plan to fix up these buildings to meet our needs of an office and storage area in the smaller building including a restroom and a small break room
For the exterior details: Plans are to make the following changes on the small building
Tear off shingles and install new metal
Tear off old siding and install metal with wainscoting and some rock
Build a 16' x 8' front gabled porch with wood timbers and rock front
Remove front garage door and install new entry door and add new windows
Add concrete parking area for any potential customers
On the larger building we plan to install new metal and replace any rotten wood along with new doors
These proposed changes will greatly enhance the appearance and value of the property from the street and otherwise
Traffic will be minimal and will be limited to morning and late afternoon for most days
No fire hazards or odors are anticipated
The City of Boonville will benefit from another property being cleaned up and buildings repaired and revenue from a small business operation

Thanks
Lavern Miller
Precision Built LLC

4 CORNERS SURVEYING
823 EMERALD DRIVE
CENTRALIA MO 65240
(660) 287 - 0614
pls@markrobertson.org

PLAT OF SURVEY

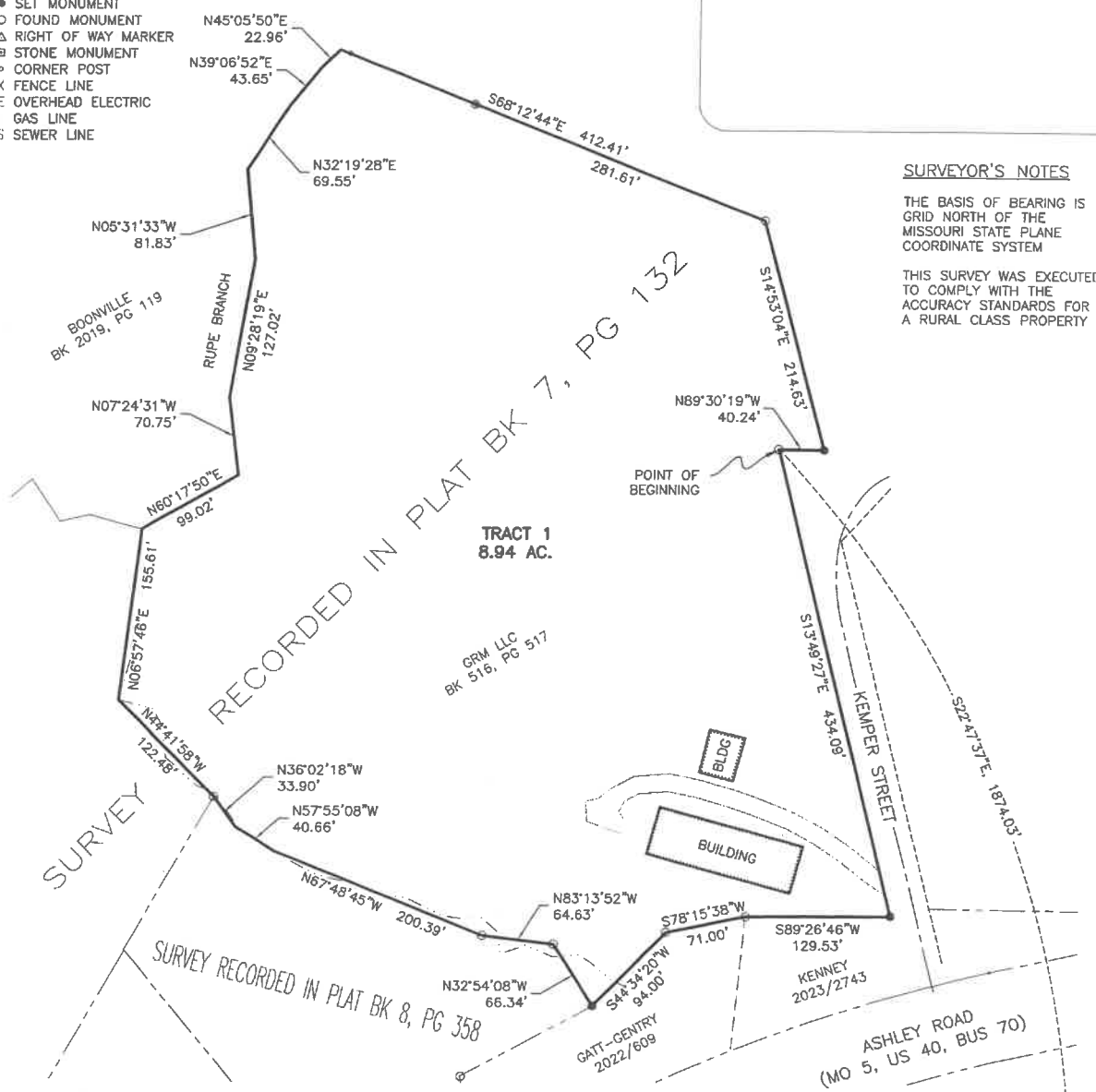
A PORTION OF THE SW 1/4 OF SEC. 35, TOWNSHIP 49 NORTH, RANGE 17 WEST COOPER COUNTY, MISSOURI

50 100

SCALE : 1"=100'	ORDER # - 14222b	PAGE 1 OF 1	DATE : 04-08-2025

LEGEND

- ● SET MONUMENT
- ○ FOUND MONUMENT
- △ RIGHT OF WAY MARKER
- ⊡ STONE MONUMENT
- ∘ CORNER POST
- X FENCE LINE
- OHE OVERHEAD ELECTRIC
- GAS LINE
- S SEWER LINE



SURVEYOR'S NOTES

THE BASIS OF BEARING IS GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM

THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY STANDARDS FOR A RURAL CLASS PROPERTY

DESCRIPTION TRACT 1: A TRACT OF LAND SITUATED IN SECTION 35, TOWNSHIP 49 NORTH, RANGE 17 WEST, COOPER COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" ROD FOUND ON THE WEST LINE OF KEMPER STREET, SAID POINT BEING ON THE SURVEY RECORDED IN PLAT BOOK 7, PAGE 132, WHENCE A STONE FOUND AT THE SOUTH QUARTER CORNER OF SECTION 35 BEARS, S22°47'37"E A DISTANCE OF 1874.03'; THENCE ALONG SAID SURVEY AS FOLLOWS: S13°49'27"E, A DISTANCE OF 434.09' TO A 1/2" ROD SET; THENCE S89°26'46"W, A DISTANCE OF 129.53' TO A IRON ROD FOUND; THENCE S78°15'38"W, A DISTANCE OF 71.00' TO AN IRON ROD FOUND; THENCE S44°34'20"W, A DISTANCE OF 94.00' TO AN IRON ROD SET AT THE EASTERN MOST CORNER OF THE SURVEY IN PLAT BOOK 8, PAGE 358; THENCE ALONG SAID SURVEY AS FOLLOWS, N32°54'08"W, A DISTANCE OF 66.34' TO AN IRON ROD FOUND; THENCE N83°13'52"W, A DISTANCE OF 64.63' TO AN IRON ROD FOUND;THENCE N67°48'45"W, A DISTANCE OF 200.39'; THENCE N57°55'08"W, A DISTANCE OF 40.66'; THENCE N36°02'18"W, A DISTANCE OF 33.90' TO AN IRON ROD FOUND; THENCE LEAVING SAID SURVEY, N44°41'58"W, A DISTANCE OF 122.48'; THENCE N06°57'46"E, A DISTANCE OF 155.61' TO RUPE BRANCH AND THE NORTH LINE OF THE SURVEY IN PLAT BOOK 7, PAGE 132; THENCE ALONG SAID SURVEY AS FOLLOWS: N60°17'50"E, A DISTANCE OF 99.02'; THENCE N07°24'31"W, A DISTANCE OF 70.75'; THENCE N09°28'19"E, A DISTANCE OF 127.02'; THENCE N05°31'33"W, A DISTANCE OF 81.83'; THENCE N32°19'28"E, A DISTANCE OF 69.55'; THENCE N39°06'52"E, A DISTANCE OF 43.65'; THENCE N45°05'50"E, A DISTANCE OF 22.96'; THENCE LEAVING RUPE BRANCH, AND CONTINUING ALONG SAID SURVEY, S68°12'44"E, A DISTANCE OF 412.41' TO 5/8" ROD FOUND; THENCE S14°53'04"E, A DISTANCE OF 214.63' TO A 1/2" ROD SET; THENCE N89°30'19"W, A DISTANCE OF 40.24' TO THE POINT OF BEGINNING;

THE ABOVE TRACT OF LAND CONTAINS 8.94 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, OR NOT OF RECORD, IF ANY.

I HEREBY CERTIFY THE SURVEY PLATTED HEREON COMPLIES WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

MARK W. ROBERTSON, P.L.S.
L.S. # 2008016665
CORP# 2011033564

STATE OF MISSOURI
MARK W. ROBERTSON
NUMBER PLS-2008016665
PROFESSIONAL LAND SURVEYOR

BILL NO: 2025-012 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE PRELIMINARY SITE PLAN FOR 98 INVESTMENTS LLC, LOCATED AT 17120 JACKSON ROAD BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, 98 Investments LLC is proposing to build a commercial building at 17120 Jackson Road; and

WHEREAS, The owners of 98 Investments LLC have submitted a voluntary annexation request to the City of Boonville, on April 28th, 2025; and

WHEREAS, City staff met and communicated with 98 Investments LLC to discuss the proposed development plan; and

WHEREAS, The preliminary plan was considered at the Planning and Zoning Commission meeting on June 10, 2025. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended their approval by the Council. Said site plans, **Exhibit A**, 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 17120 Jackson 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 approval granted herein shall be valid for a period not to exceed 12 months thereafter.

READ FOR THE FIRST TIME 16th DAY OF JUNE, 2025

READ FOR THE SECOND TIME AND PASSED THIS 7TH DAY OF JULY, 2025, 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 7TH DAY OF JULY, 2025

_____

Ned Beach, Mayor

ATTEST:

_____

Amber Davis, City Clerk

PARKING SUMMARY:

REQUIRED PARKING:

C-1 ZONING - 1 SPACE FOR 300 SF OF FLOOR DEDICATED TO CUSTOMER USE, ASSUMING EMPLOYEE PARKING OFFSITE.

9000 SF / 300 = 30 STALLS

PROVIDED PARKING:

40 STALLS
INCLUDING 2 ACCESSIBLE STALLS

ALL STALLS ON THIS LOT TO BE 9' X 20' PER CITY OF BOONVILLE REQUIREMENTS.

GENERAL NOTES:

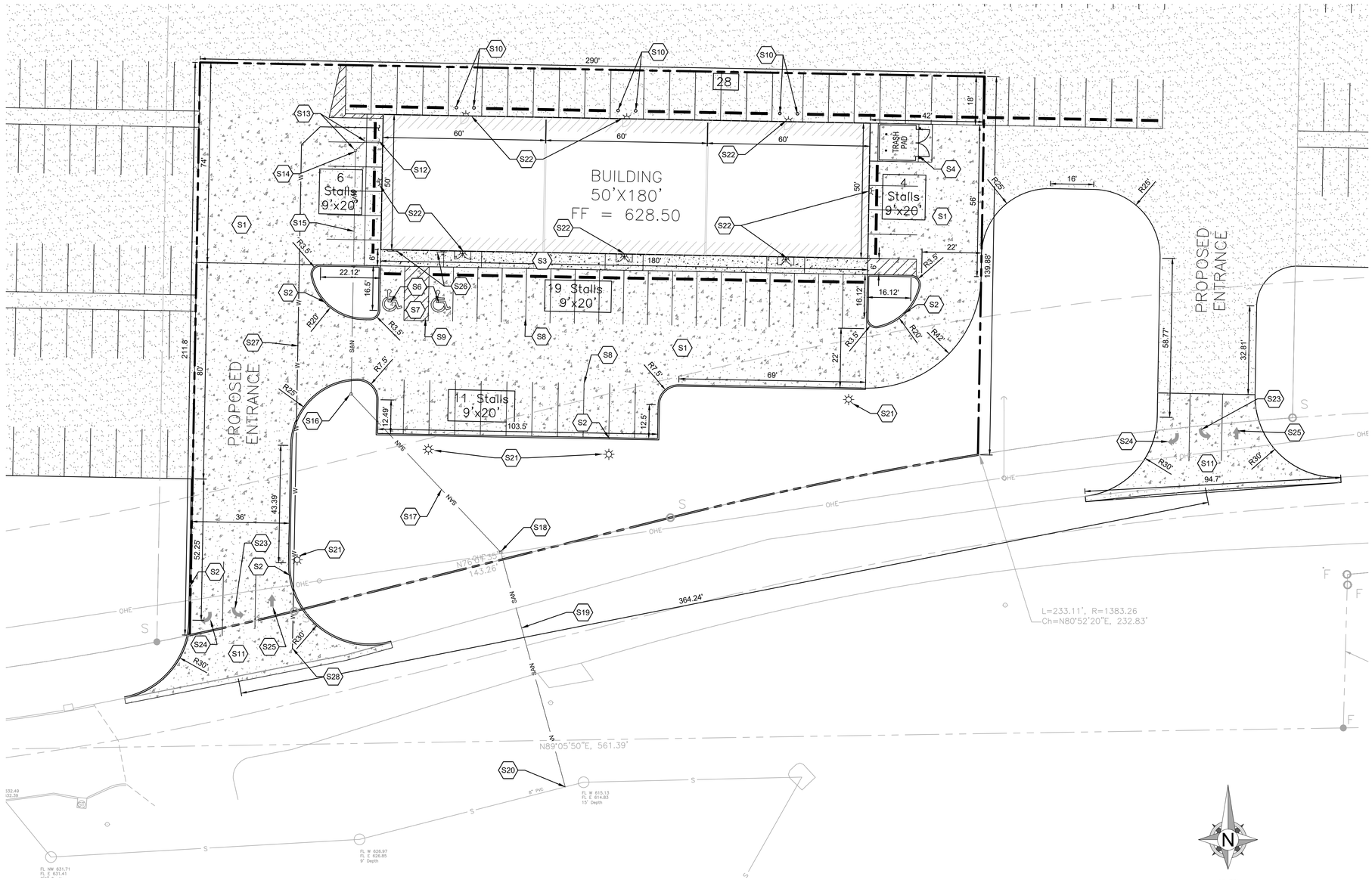
1. ALL SITE DIMENSIONS TO THE EDGE OF PAVEMENT, CONCRETE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BY DETAILED INSPECTION PRIOR TO SUBMITTING BID AND STARTING CONSTRUCTION.
3. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
4. REFER TO STRUCTURAL PLANS FOR DEVELOPMENT OF SIDEWALKS ADJACENT TO FOUNDATIONS AND FOUNDATION STEMWALLS.
5. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
6. DIMENSIONS THAT LOCATE THE BUILDING ARE MEASURED TO THE OUTSIDE FACE OF THE BUILDING.
7. SIGN CONSTRUCTION AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.

PARKING NOTES:

1. PARKING STALL AND AISLE DIMENSIONS ARE MEASURED FROM THE FACE OF CURB, NOT FROM THE BACK OF CURB.
2. WHERE DISCREPANCIES EXIST BETWEEN THE APPROVED PLANS AND THE MINIMUM REQUIREMENTS TO MEET ADA, THE MORE STRINGENT OF THE TWO SHALL PREVAIL, AS DETERMINED BY THE CITY OF BOONVILLE, MISSOURI.

SAFETY NOTES:

1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.



1 SITE LAYOUT AND DIMENSION PLAN
C1.1 SCALE: 1" = 20'

KEY NOTES:

- S1 CONCRETE PAVEMENT REFER TO DETAIL 2/C1.4.
- S2 INSTALL CURB & GUTTER REFER TO DETAIL X/C1.X.
- S3 INSTALL SIDEWALK REFER TO DETAIL 1/C1.4.
- S4 TRASH PAD REFER TO SHEETS C1.5.
- S6 ACCESSIBLE PARKING SYMBOL PAVEMENT STRIPING REFER TO DETAIL 6/C1.4.
- S7 ACCESSIBLE PARKING SPACE WITH ACCESS AISLE TO BE ADA COMPLIANT W/ 2% MAX SLOPE IN ALL DIRECTIONS. PROVIDE PAVEMENT MARKINGS TO MATCH STRIPING COLOR UNLESS OTHERWISE REQUIRED TO COMPLY WITH GOVERNING ACCESSIBILITY REGULATIONS.
- S8 PARKING LOT STRIPING SINGLE WHITE HI-VIS SOLID LINE, 4" WIDE (TYP.) PER BOONVILLE STANDARDS.
- S9 PARKING LOT STRIPING SINGLE WHITE HI-VIS SOLID LINE, 4" WIDE (TYP.) @ 24" O.C. PER BOONVILLE STANDARDS.
- S10 STEEL BOLLARD REFER TO DETAIL 3/C1.5.
- S11 INSTALL CONCRETE DRIVEWAY APRON REFER TO DETAIL X/C1.X.
- S12 SANITARY SERVICE CONNECTION TO BUILDING FL 624.5'
- S13 INSTALL TWO 45° BENDS
- S14 4" SANITARY CLEANOUT FL 624.0'
- S15 INSTALL 90 LF OF 4" PVC SANITARY SERVICE
- S16 4" SANITARY CLEANOUT FL 621.2'
- S17 INSTALL 81 LF OF 4" PVC SANITARY SERVICE
- S18 4" SANITARY CLEANOUT FL 618.8'
- S19 INSTALL 90 LF OF 4" PVC SANITARY SERVICE
- S20 CONNECTION TO EXISTING 8" SANITARY MAIN PROPOSED FL 616.1'
- S21 INSTALL LIGHT POLE, TYP. SEP MEP
- S22 INSTALL WALL PACK LIGHT, TYP. SEE MEP.
- S23 INSTALL LEFT TURN ARROW
- S24 INSTALL RIGHT TURN ARROW
- S25 INSTALL STRAIGHT ARROW
- S26 ADA BUILDING MOUNTED SIGNAGE. REFER TO DETAIL 4/C1.4
- S27 INSTALL 218 LF OF DOMESTIC WATER SERVICE.
- S28 CONNECT DOMESTIC WATER SERVICE TO EXISTING WATER MAIN

LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND AND SITE CONTROL.

	NEW BUILDING CONSTRUCTION
	GRAVEL
	NEW SIDEWALK
	CONCRETE PAVEMENT

N

1"=20'
20' 0 10' 20'

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BALLPARK CENTRAL

JACKSON ROAD
BOONVILLE, MO

REVISIONS

NO.	DESCRIPTION	DATE

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SITE LAYOUT & DIMENSION PLAN

SHEET NUMBER

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EROSION CONTROL & MAINTENANCE PLAN NOTES:

1. RETAIN FLOATABLE WIND BLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF SITE.
2. PERMANENTLY STABILIZE ALL SURFACE AREA WITHIN AND ADJACENT TO THIS SITE THAT IS DISTURBED BY VEHICLES, GRADING AND OTHER CONSTRUCTION FOR THE PROPOSED FACILITY. STABILIZATION IS OBTAINED WHEN THE DISTURBED SURFACE IS COVERED WITH STRUCTURES, PAVING AND OR PERENNIAL VEGETATION HAVING A UNIFORM COVERAGE DENSITY OF AT LEAST 70%. STABILIZATION OF ALL DISTURBED AREA IS REQUIRED BEFORE TERMINATING MAINTENANCE AND REMOVAL OF EROSION CONTROL MEASURES.
3. CONTRACTORS SHALL INSPECT POLLUTION CONTROL MEASURES AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A STORM EVENT OF 1/2 INCH OR GREATER. DAMAGED MEASURES THAT PROVE TO BE INEFFECTIVE SHALL BE REPLACED WITH MORE EFFECTIVE MEASURES OR ADDITIONAL MEASURES WITHIN SEVEN DAYS. REPEATED FAILURE OF A CONTROL MEASURE REQUIRES INSTALLATION OF A MORE SUITABLE DEVICE TO PREVENT DISCHARGE OF POLLUTANTS FROM THE CONSTRUCTION SITE.
4. INSTALLATION OF ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE CITY OR STATE. CONTRACTOR TO VERIFY REQUIREMENTS PRIOR TO BEGINNING ANY WORK ON PROJECT SITE.
5. CARE SHALL BE TAKEN TO MINIMIZE THE ENCROACHMENT OF SEDIMENT INTO ALL STORM DRAIN APPURTENANCES, PUBLIC STREETS, AND ONTO PRIVATE PROPERTY UNTIL IMPERVIOUS MATERIAL (ROAD/PARKING AREA SURFACE) IS APPLIED OR UNTIL PROPOSED LANDSCAPE HAS BEEN ESTABLISHED.
6. REFER TO X/C1.X FOR SILT FENCE CONSTRUCTION.
7. ALL GRASS SLOPES WHICH EXCEED 3:1 (H:V) SHALL UTILIZE CONTECH CONSTRUCTION PRODUCTS PERMANENT TURF REINFORCEMENT MAT 450 OR APPROVED EQUAL. MATS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND STANDARDS. CONTRACTOR SHALL COORDINATE INSTALLATION INSPECTION WITH MANUFACTURER.

STAGES OF CONSTRUCTION:

1. CONTRACTOR TO PERFORM DETAILED SITE INSPECTION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT OWNER WITH ANY CONFLICTS.
2. INSTALLATION OF CONSTRUCTION ENTRANCE.
3. INSTALLATION OF EROSION CONTROL FENCE.
4. DEMOLITION OF EXISTING SITE IMPROVEMENTS.
5. REMOVAL OF EXISTING PAVEMENT ON THE SITE.
6. INSTALLATION OF ALL STORM WATER DRAINAGE IMPROVEMENTS.
7. ROUGH GRADING.
8. CONSTRUCTION OF NEW SITE IMPROVEMENTS.
9. FINAL GRADING.
10. PLACEMENT OF FINAL LANDSCAPING ITEMS AND SOD.
11. REMOVAL OF EROSION CONTROL FENCE.

SPECIAL NOTE:
CONTRACTOR TO PERFORM DETAILED SITE INSPECTION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT ENGINEER WITH ANY CONFLICTS.

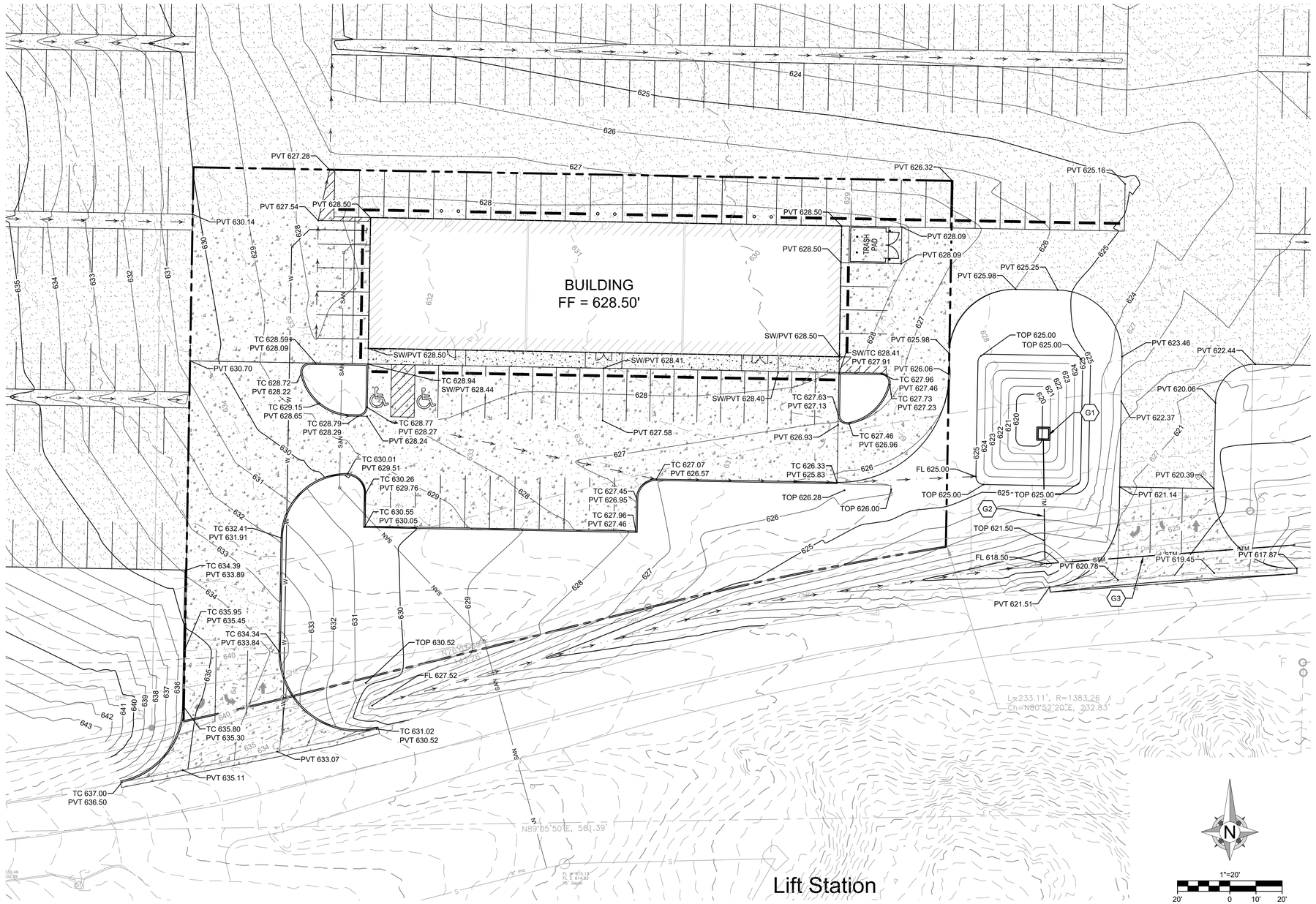
GENERAL NOTES:

A. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.
B. SITE CONDITIONS BASED UPON SURVEY SUBMITTED BY OWNER. FIELD VERIFY EXISTING CONDITIONS BY DETAILED SITE INSPECTION PRIOR TO SUBMITTING BID AND BEGINNING CONSTRUCTION.
C. FIELD VERIFY SANITARY SEWER SERVICE CONNECTION INVERT PRIOR TO ESTABLISHING FINAL FINISH FLOOR ELEVATION.
D. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.

SPECIAL NOTE:
CONTRACTOR SHALL FIELD VERIFY PROPOSED GRADES MATCH EXISTING PAVEMENT AT DRIVEWAY ENTRANCES, SIDEWALK CONNECTIONS, AND ALL CONNECTION POINTS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

UTILITY NOTES:

1. THE CONTRACTOR IS OBLIGATED TO INSPECT FOR EXISTING CONDITIONS/INSTALLATIONS AND AVAILABLE INFORMATION PRIOR TO SUBMITTING A BID, REFER TO SPECIFICATIONS ALSO.
2. EXISTING INSTALLATIONS (SUCH AS WATER MAINS/LINES, GAS MAINS/LINES, SEWER MAINS/LINES, TELEPHONE LINES, POWER LINES, AND UTILITY STRUCTURES IN THE VICINITY OF THE WORK TO BE DONE) ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN PREPARING THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING ALL EXISTING INSTALLATIONS.
4. ANY DELAY, ADDITIONAL WORK, FEES OR EXTRA COST TO THE CONTRACTOR CAUSED BY OR RESULTING FROM DAMAGE TO OR MODIFICATION OF EXISTING INSTALLATIONS BY THE CONTRACTOR OR AFFECTED UTILITY COMPANY SHALL NOT CONSTITUTE A CLAIM FOR EXTRA WORK, ADDITIONAL PAYMENT OR DAMAGES.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONSTRUCTION PRIOR TO SUBMITTING HIS BID. NO EXTRAS WILL BE PAID DUE TO UNANTICIPATED EXISTING CONDITIONS/INSTALLATIONS.



KEY NOTES:

G1 DETENTION OUTLET STRUCTURE. REFER TO DETAIL X/CX.X.
G2 INSTALL 46 LF OF 18" HDPE @ 1.0%
G3 INSTALL 95 LF OF 18" HDPE @ 1.0%

LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND AND SITE CONTROL.

620	EXISTING GRADE LINES
620	PROPOSED NEW GRADE LINES
	NEW BUILDING CONSTRUCTION
	DRAINAGE SWALE
TC 621.5	NEW SPOT ELEVATIONS

LIST	ABBREVIATION
GRADE	NONE
SIDEWALK	SW
TOP OF WALL	TW
BOTTOM OF WALL	BW
TOP OF CURB	TC
TOP OF PAVEMENT	PVT
NEW GRADE	GD
CONCRETE	CONC
EXISTING TOP OF CURB	ETC
EXISTING GRADE	EGD
EXISTING PAVEMENT	EPVT
EXISTING SIDEWALK	ESW
LADOT PAVEMENT (+3.5")	NPVT
FLOW LINE	FL
TOP OF BERM	TOP

1 SITE GRADING AND ESC PLAN
C1.2 SCALE: 1" = 20'

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BALLPARK CENTRAL

JACKSON ROAD
BOONVILLE, MO

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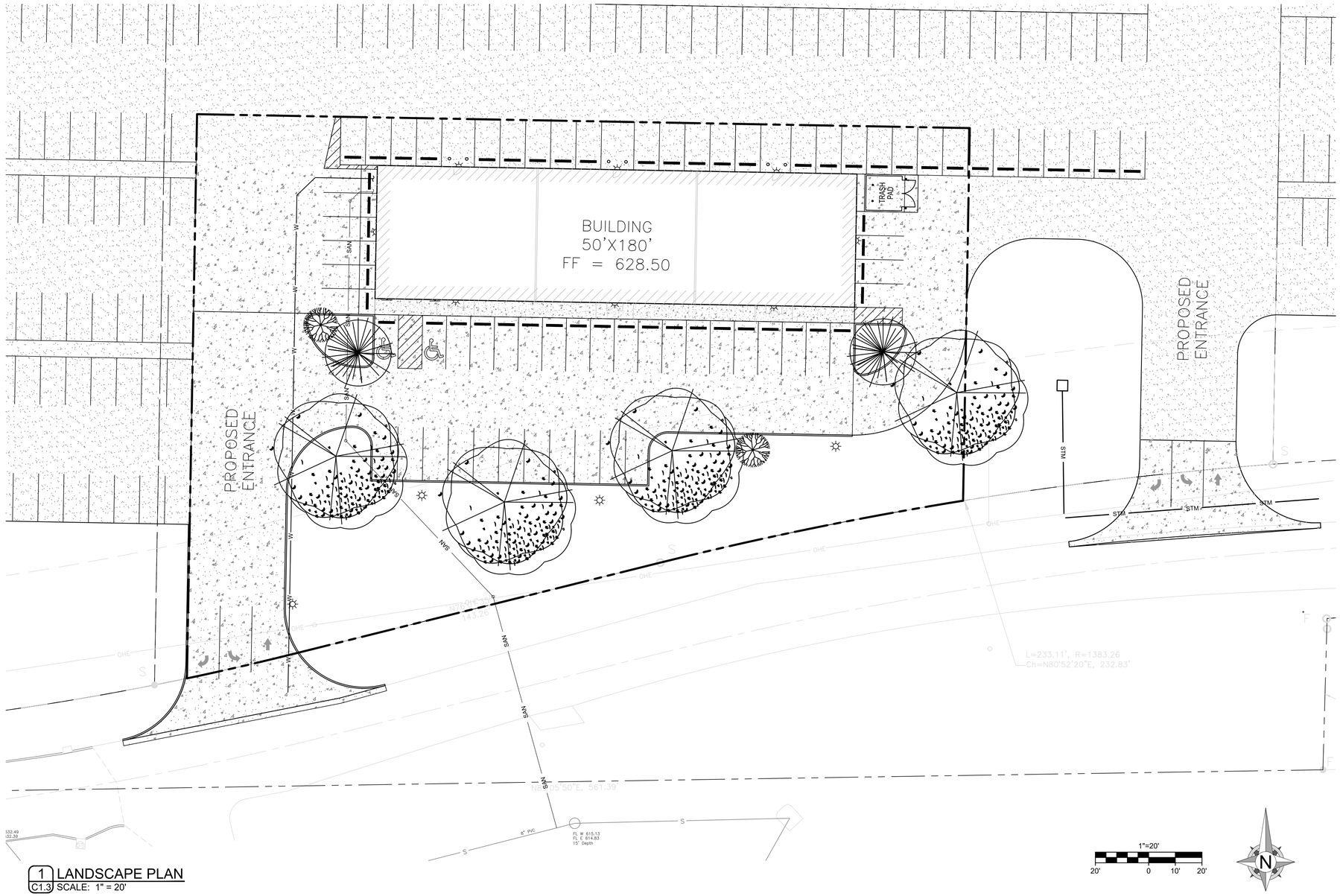
GENERAL NOTES

1. THE CONTRACTOR SHALL FOLLOW ALL LOCAL CODES THAT PERTAIN TO LANDSCAPE INSTALLATION, AND SHALL NOTIFY THE DESIGNER REGARDING ANY DISCREPANCIES BETWEEN LOCAL CODES, PLANS, AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL NOTIFY THE DESIGNER OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING.
3. THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES, UNDERGROUND UTILITIES AND SITE LIGHTING CONDUITS WITHIN THE PROJECT SITE BEFORE LANDSCAPE CONSTRUCTION BEGINS.
4. THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM RUBBISH AND ALL DEBRIS ASSOCIATED WITH THE WORK AT ALL TIMES. ALL UNUSED MATERIALS AND DEBRIS SHALL BE REMOVED FROM THE SITE.
5. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM A WATER PERMEABILITY TEST TO DETERMINE SOIL QUALITY. TEST IS PERFORMED BY DIGGING A SHARP SHOOTER SPADE 18" (INCHES) INTO THE GROUND. FILL THE HOLE WITH WATER. RETURN TO THE TEST SITE AFTER 18 HOURS TO VISUALLY CONFIRM IF THE HOLE STILL RETAINS WATER. IF THE HOLE RETAINS WATER, THE SOIL IS DETERMINED TO BE TO POOR FOR PLANTING CONDITIONS. TO REMEDY POOR SOIL CONDITIONS, THE CONTRACTOR SHALL BE REQUIRED TO OVER EXCAVATE THE SOIL TO THE DEPTH OF THE ROOT BALL AND REPLACE THE SOIL WITH QUALITY PLANTING SOIL AS SPECIFIED ON THE PLANS PRIOR TO PLANTING TREES OR SHRUBS.
6. ALL LANDSCAPE MATERIALS TO BE WATERED BY CONTRACTOR UNTIL ESTABLISHED.
7. PLANT MATERIAL:
   a. SHALL BE INSTALLED BY THE CONTRACTOR PER DETAILS (REFER TO DETAIL SHEETS) AND CLIENT'S SPECIFICATION OR REQUIREMENTS OF THE REGULATORY AUTHORITY HAVING JURISDICTION WHICHEVER IS MORE STRINGENT.
   b. THE CONTRACTOR ACCEPTS ALL LIABILITY FOR THE INSTALLATION LANDSCAPING DEPICTED ON THESE PLANS AND SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER SUBSTANTIAL COMPLETION LETTER IS ISSUED AND/OR ACCEPTANCE OF FINISHED JOB. ALL DEAD OR DAMAGED PLANT MATERIAL SHALL BE REPLACED ONE TIME WHEN DISCOVERED AT THE CONTRACTOR'S EXPENSE.
   c. QUALITY SHALL COMPLY TO THE HIGHEST STANDARDS IN THE NURSERY INDUSTRY. GRASS SOD AND PLANTS SHALL BE REASONABLY CLEAN AND FREE OF WEEDS, PESTS, DISEASES.
   d. SHALL NOT BE PLANTED IN FROZEN GROUND.
8. ANY EXISTING TREES DESIGNATED TO BE SAVED MUST BE PRESERVED DURING CONSTRUCTION.
9. ALL PLANTING BEDS AND TREE PLANTING PITS TO BE FILLED WITH A MIXTURE OF 30% COMPOST (COW, MUSHROOM OR COTTON BUR), 20% PEAT MOSS AND 50% TOPSOIL BY VOLUME. ALSO, MIX IN 1LB 10-20-10 SLOW RELEASE PLANT FERTILIZER PER 10 SQ FT. OR AS RECOMMENDED BY THE SOIL ANALYSIS.
10. STAKES FOR TREE SUPPORT SHALL BE STEEL "T" BAR FENCE POST, 6' LONG, PAINTED DARK GREEN WITH TOP 6" PAINTED WHITE. TREE TIE SYSTEMS SHALL BE EASILY ADJUSTABLE, STRONG IN ALL WEATHER, AND EASILY ATTACHED AND REMOVED. HOSE AND WIRE ARE NOT ACCEPTABLE FOR STAKED TREES. TREE TIE SYSTEMS SHALL BE 20" DEWITT (BLACK) TREE STRAP/SLING TSL-BX (60 PER CASE) OR APPROVED EQUAL-NO PLASTIC TIES ALLOWED. WIRE: 14 GAUGE ELECT. FENCE WIRE.
11. ALL PLANTING BEDS AS DESIGNATED ON THESE PLANS SHALL BE BORDERED BY ⅛" x 4" PAINTED BROWN STEEL EDGING AND RYERSON OR APPROVED EQUAL WITH INTEGRATED STAKES THROUGH SLOTS IN THE EDGING. (REFER TO DETAIL SHEETS FOR ACCEPTED EDGING MATERIAL)
12. MULCH ALL TREE PLANTINGS AND PLANTING BEDS WITH 4" OF EITHER SHREDDED HARDWOOD BARK MULCH OR CYPRESS MULCH. IN THE SEASONAL FLOWER BEDS USE EITHER CYPRESS OR PINE BARK MULCH; DO NOT USE HARDWOOD MULCH IN SEASONAL FLOWER BEDS.
13. ALL PLANTING AREAS SHALL RECEIVE A THREE INCH (3") TOP DRESSING OF MULCH OVER A 10 MIL WEED MAT EQUAL TO "WEEDBLOCK" FABRIC BY "EASY GARDENER" OR DEWITT WEED BARRIER. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND (REFER TO PLANTING DETAILS).
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION, EXCEPT THOSE OCCUPIED BY BUILDINGS, STRUCTURES, OR PAVING SHALL BE GRADED SMOOTH AND 4" (INCHES) OF TOPSOIL APPLIED. (REFER TO THE EROSION CONTROL DETAIL SHEET(S) FOR TOPSOIL AND SEEDING SPECIFICATIONS).
15. CONTRACTOR SHALL FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH 10-10-10 TIME RELEASE FERTILIZER.
16. IF REQUIRED BY THE **CLIENT'S SPECIFICATIONS OR REQUIREMENTS OF THE REGULATORY AUTHORITY HAVING JURISDICTION, WHICHEVER IS MORE STRINGENT**, THE CONTRACTOR SHALL REPAIR, REPLACE AND/OR AUGMENT EXISTING IRRIGATION SYSTEM AS NECESSARY THAT PROVIDES SEPARATE ZONES AND HEAD PLACEMENT FOR SHRUB AREAS AND TURF AREAS. 100% HEAD TO HEAD COVERAGE WILL BE REQUIRED. THE CONTRACTOR WILL SUBMIT AS-BUILT DRAWINGS FOR THE LANDSCAPE IRRIGATION SYSTEM AND WILL ACCEPT RESPONSIBILITY FOR THE THE IRRIGATION SYSTEM. PROVIDE SUBMITTALS AS REQUIRED.
17. ALL PLANTING TYPES SHALL COMPLY WITH LOCAL GOVERNING CODES AND REGULATIONS. CONFORM TO REQUIREMENTS OF PLANT LIST AND TO THE AMERICAN ASSOCIATION OF NURSERYMEN "AMERICAN STANDARD OF NURSERY STOCK" AND "HORTICULTURAL STANDARDS" AS TO SPECIES, AGE, SIZE, AND PLANTING RECOMMENDATIONS
18. LANDSCAPE CONTRACTOR SHALL OBTAIN AN ORIGINAL PRINT OF THIS PLAN TO ENSURE THAT ALL LINE WEIGHTS, LINE TYPES AND SHADED COLORS ARE COMPLETELY LEGIBLE AS ORIGINALLY PRINTED.
19. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE ARCHITECT'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED.
20. PLANT LOCATIONS ARE APPROXIMATE. ADJUST AS NECESSARY TO AVOID CONFLICTS.
21. QUANTITIES OF MATERIALS SHOWN ON LANDSCAPING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON PLANTING SCHEDULE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON LANDSCAPING PLAN.
22. FIRE CODE LANDSCAPE GUIDELINES: COMBUSTIBLE LANDSCAPING MATERIALS SHALL NOT BE WITHIN 18 INCHES OF ANY COMMERCIAL BUILDING. (2018 IFC AMENDED 320.4) ------- COMBUSTIBLE LANDSCAPING MATERIALS SHALL NOT BE WITHIN 18 INCHES RADIUS AROUND GAS METERS. (2018 IFC AMENDED 320.4) ------- RECEPTACLES FOR DISCARDED SMOKING MATERIALS SHALL BE NO CLOSER THAN 18 INCHES TO COMBUSTIBLE LANDSCAPE MATERIAL / MULCH AND SHALL BE EMPTIED REGULARLY. (2018 IFC AMENDED 320.5)



1 C1.3 LANDSCAPE PLAN
SCALE: 1" = 20'

1"=20'
20' 0 10' 20'

N

PARKING LOT LANDSCAPING
PLANTINGS SHALL CONSIST OF THE NUMBER OF STANDARD CANOPY TREES NEEDED TO SHADE AT LEAST 35% OF THE PARKING LOT WHEN THE TREES ARE MATURE.

COMMERCIAL LOT PARKING AREA = 18,640 SF
35% OF PARKING LOT AREA = 6,524 SF

MATURE CANOPY SHADED AREA:
CANOPY TREE = 1800 SF
UNDERSTORY TREE = 450 SF
ORNAMENTAL TREE = 115 SF

4 CANOPY TREES = 5,400 SF
2 UNDERSTORY TREES = 900 SF
2 ORNAMENTAL TREES = 230 SF

TOTAL 6,530 SF

BUFFER YARD REQUIREMENTS

PROPOSED LOT TO BE ZONED C-1.
ADJACENT LOT TO THE SOUTH ZONED C-1

NO BUFFER YARD REQUIRED

TREE/SHRUB SELECTION

CANOPY TREE

ORNAMENTAL TREE

UNDERSTORY TREE

CONTRACTOR TO COORDINATE WITH OWNER, UTILITY PROVIDERS AND THE CITY OF BOONVILLE ON WHICH TREES/SHRUBS TO BE SELECTED AND WHERE THEY MAY BE PLACED.

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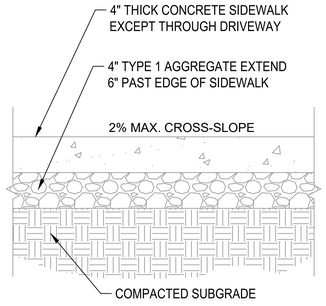
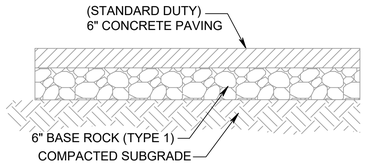


NOTES:

1. *ALL SIDEWALKS ARE TO BE BUILT PER 2009 MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION.*
2. *CONTROL JOINTS AT 4-6' O.C.*
3. *EXPANSION JOINTS EVERY 100' AND 18" ON EACH SIDE OF DRIVEWAYS, INTERSECTING WALKS, AND LOCATIONS AS SHOWN ON PLANS.*
4. *ASPHALT DRIVEWAYS - IF CROSS-SLOPE < 2%, SAWCUT EXISTING PAVEMENT AND INSTALL SIDEWALK. IF CROSS-SLOPE > 2%, DRIVEWAY MUST BE REMOVED AS REQUIRED TO PROVIDE 2% CROSS-SLOPE.*
5. *CONCRETE DRIVEWAYS - IF CROSS-SLOPE < 2%, EXISTING PAVEMENT IS ACCEPTABLE AS SIDEWALK. IF CROSS-SLOPE > 2%, DRIVEWAY MUST BE SAWCUT AND REMOVED AS REQUIRED TO INSTALL SIDEWALK WITH A MAXIMUM 2% CROSS-SLOPE.*
6. *GRAVEL DRIVEWAYS - INSTALL SIDEWALK ACROSS DRIVEWAY AS SHOWN IN PLAN.*
7. *SEE DETAIL 4/C1 FOR RESIDENTIAL DRIVEWAY SIDEWALK CROSSING DETAILS.*
8. *NO SIDEWALK CROSS-SLOPE CAN EXCEED 2%, INCLUDING SIDEWALKS ACROSS DRIVEWAYS.*
9. *THE MAXIMUM RUNNING SLOPE OF SIDEWALKS ARE 5%. IF A RUNNING SLOPE ON A SIDEWALK NOT CLASSIFIED AS A RAMP EXCEEDS 5%, HANDRAILS WILL BE REQUIRED.*
10. *THE MAXIMUM RUNNING SLOPE ON A SIDEWALK CLASSIFIED AS A RAMP IS 8.33%. NO RUNNING SLOPE ON ANY SECTION OF SIDEWALK CAN EXCEED 8.33%*
11. *ALL SIDEWALK AND CURB RAMPS MUST COMPLY WITH FEDERAL LAWS AND ADA GUIDELINES. NON-COMPLIANT WORK WILL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.*

1 TYPICAL SIDEWALK CROSS-SECTION
C1.4 SCALE: N.T.S.



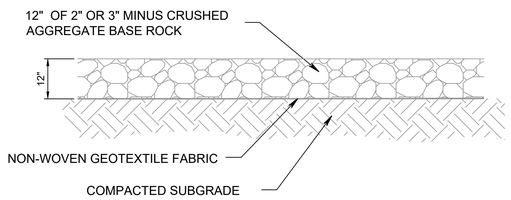
PROVIDE 7" CONCRETE PAVING SECTION FOR TRASH TRUCK LOADING AREA, TRUCK LOADING DOCKS, AND OTHER AREAS WHERE HEAVY TRUCKS TRAVEL AND PARK.

PROVIDE CONTROL JOINTS AT 10' O.C. (25% SLAB THICKNESS)

NOTES:

1. SUBGRADE MUST BE STABLE AND HARD UNDER PROOF ROLLING WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO INSTALLING BASE ROCK.
2. SOILS MUST BE PLACED AND COMPACTED TO A MINIMUM OF 95% MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 WITH MAXIMUM LOOSE LIFT OF 8".
3. THE MAXIMUM COMPACTED THICKNESS OF ANY ONE LAYER OF BASE ROCK MATERIAL SHALL NOT EXCEED 6 INCHES WITH EACH LIFT COMPACTED TO 100% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (STANDARD PROCTOR).
4. CONCRETE PAVEMENTS SHOULD MEET THE REQUIREMENTS OF SECTION 502 OF THE MODOT STANDARD SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE PAVEMENTS.
5. CARE MUST BE TAKEN TO DEVELOP POSITIVE DRAINAGE ACROSS AND FROM AROUND THE PAVEMENT EDGES. WATER ALLOWED TO POND ON OR ADJACENT TO PAVEMENTS WOULD INCREASE THE POTENTIAL FOR MOISTURE INTRUSTION INTO THE SUBGRADE SOILS AND COULD RESULT IN PREMATURE PAVEMENT FAILURE.
6. A MAINTENANCE PROGRAM THAT INCLUDES SURFACE SEALING, JOINT CLEANING AND SEALING AND TIMELY REPAIR OF CRACKS AND DETERIORATED AREAS WILL HELP PRESERVE THE PAVEMENT LIFE.
7. 28 DAY COMPRESSIVE STRENGTH TO BE 4000 PSI.
8. THE BASE ROCK SHOULD MEET THE REQUIREMENTS OF SECTION 1007 FOR TYPE V AGGREGATE OF THE MODOT STANDARD SPECIFICATIONS.

2 CONCRETE PAVEMENT
C1.4 SCALE: N.T.S.

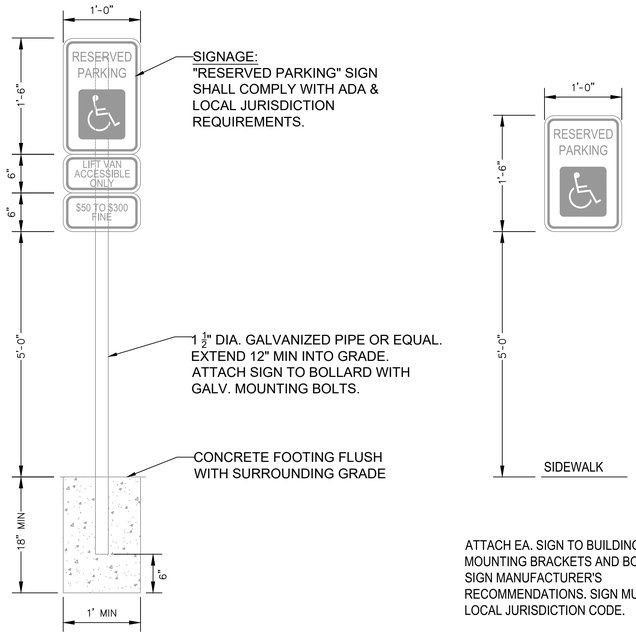


GRAVEL

GENERAL NOTES:

1. SUBGRADE MUST BE STABLE AND HARD UNDER PROOF ROLLING WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO INSTALLING BASE ROCK.
2. SOILS MUST BE PLACED AND COMPACTED TO A MINIMUM OF 95% MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 WITH MAXIMUM LOOSE LIFT OF 8".
3. THE MAXIMUM COMPACTED THICKNESS OF ANY ONE LAYER OF ROCK MATERIAL SHALL NOT EXCEED 6 INCHES WITH EACH LIFT COMPACTED TO 100% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (STANDARD PROCTOR).
4. CONTRACTOR TO MAINTAIN THICKNESS.

3 GRAVEL ROAD SECTION
C1.4 SCALE: N.T.S.



POLE MOUNTED

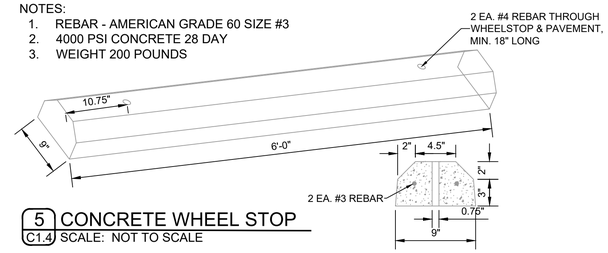
BUILDING MOUNTED

GENERAL SIGNAGE NOTE:
"RESERVED PARKING" EQUAL TO "BEST" No. SS53.
AT RIGHT HAND DISCHARGE LOCATION PROVIDE "LIFT VAN ACCESSIBLE ONLY" SIGNAGE EQUAL TO "BEST" No. SS57.
BOTTOM EDGE OF LOWEST REQUIRED SIGN TO BE 60" ABOVE GRADE.

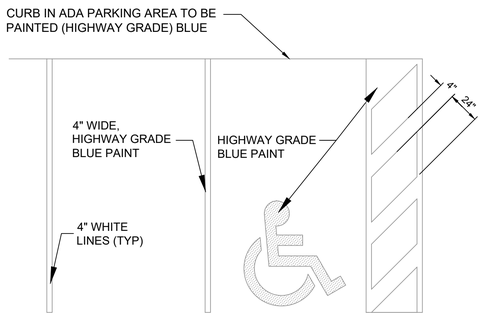
4 ADA PARKING SIGNAGE
C1.4 SCALE: N.T.S.

NOTES:

1. REBAR - AMERICAN GRADE 60 SIZE #3
2. 4000 PSI CONCRETE 28 DAY
3. WEIGHT 200 POUNDS



5 CONCRETE WHEEL STOP
C1.4 SCALE: NOT TO SCALE



6 PARKING LOT STRIPING
C1.4 SCALE: N.T.S.

OWN
Engineering beyond.™
4240 Philips Farm Road, Suite 101
Columbia, MO 65201
573.397.5476
weareown.com
FORMERLY ANDERSON ENGINEERING

A licensed Missouri Engineering Corporation
COA# 00062

BALLPARK CENTRAL

JACKSON ROAD
BOONVILLE, MO

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 25CO10006
DRAWN BY: CVM
CHECK BY: TPW
ISSUED DATE: 06/10/2025
FIELD BOOK:

ISSUED BY:
LICENSE NO:

SHEET TITLE

DETAILS

SHEET NUMBER

C1.4

04 OF 05

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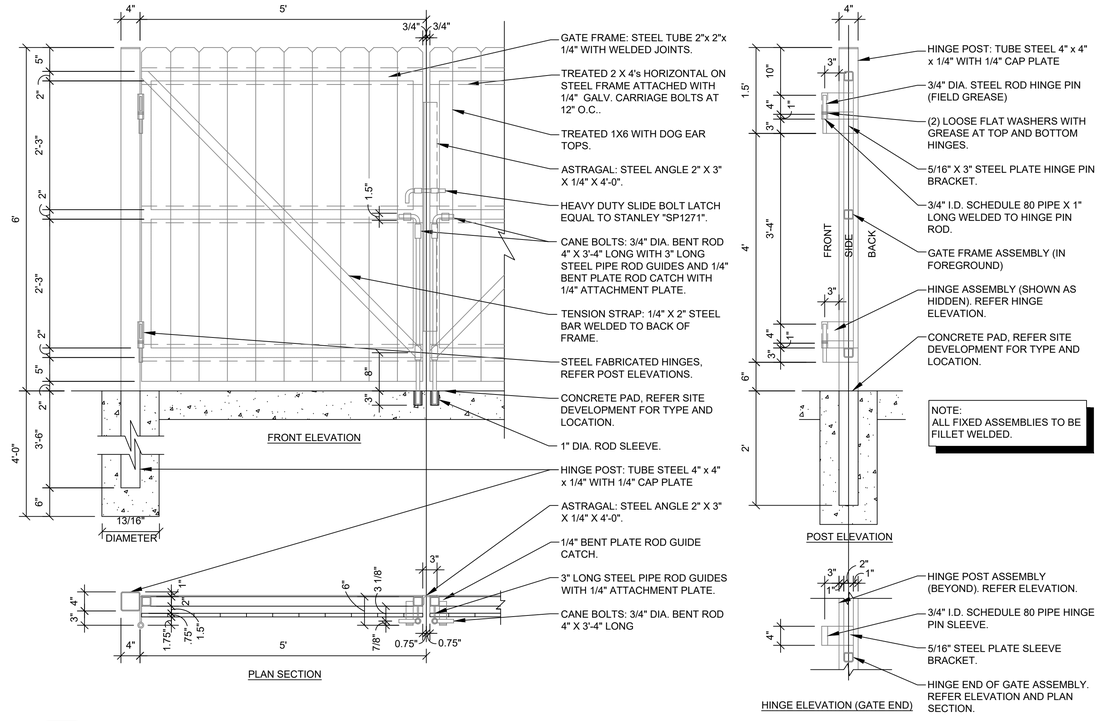


1 WOOD SCREEN FENCE GATE DETAILS
C1.5 SCALE: NOT TO SCALE

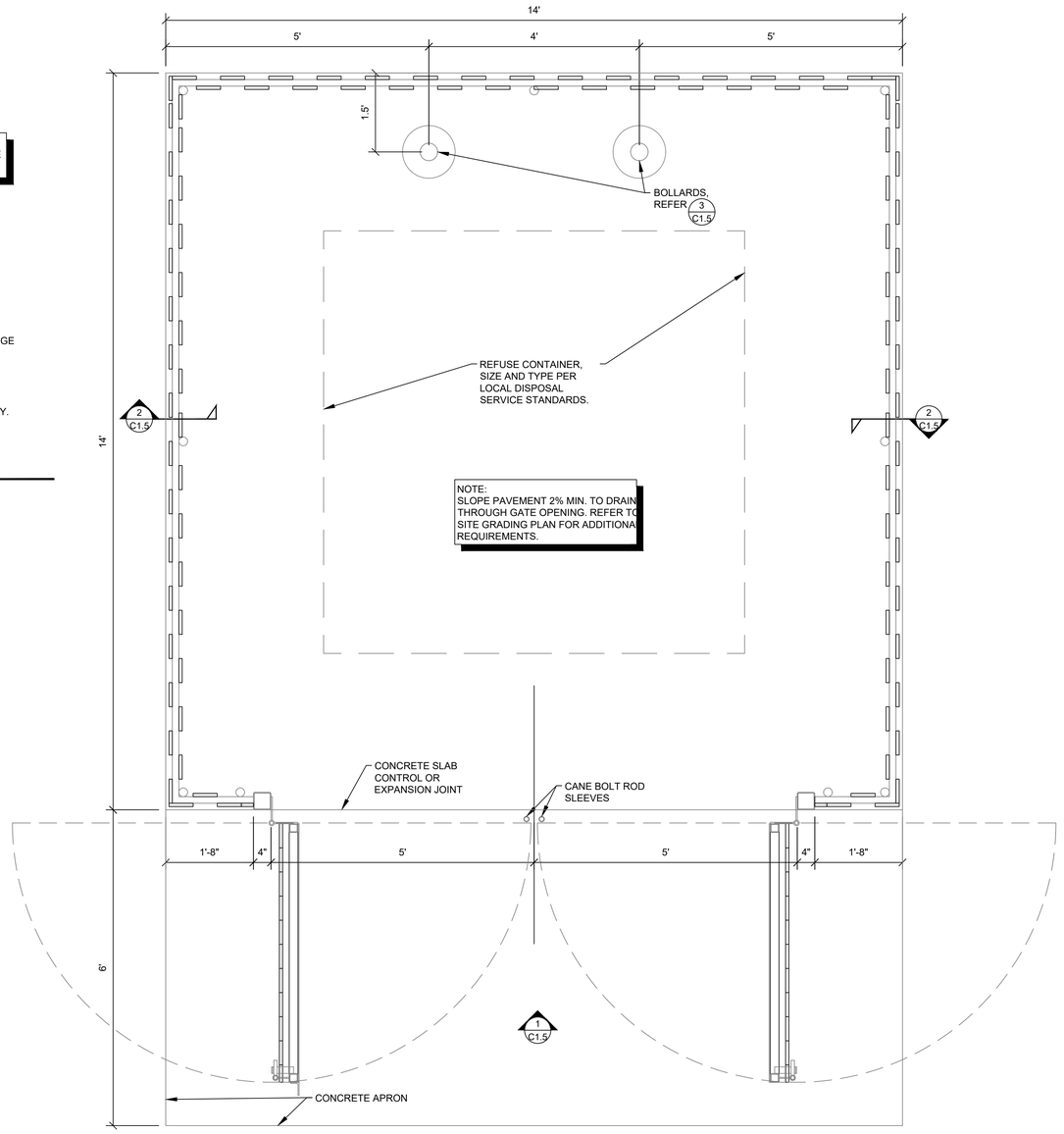
GENERAL NOTES

1. DIMENSIONS ARE TO ROUGH FACE OF CONCRETE, FRAMING, OR CENTER LINE OF STRUCTURE UNLESS OTHERWISE INDICATED.
2. REFER TO SITE LAYOUT PLAN FOR ADDITIONAL REQUIREMENTS.
3. REFER TO ARCHITECTURAL EXTERIOR FINISH SCHEDULE FOR MATERIAL TYPES, COLORS, AND FINISHES. UNLESS OTHERWISE INDICATED PROVIDE FINISHES AS FOLLOWS:

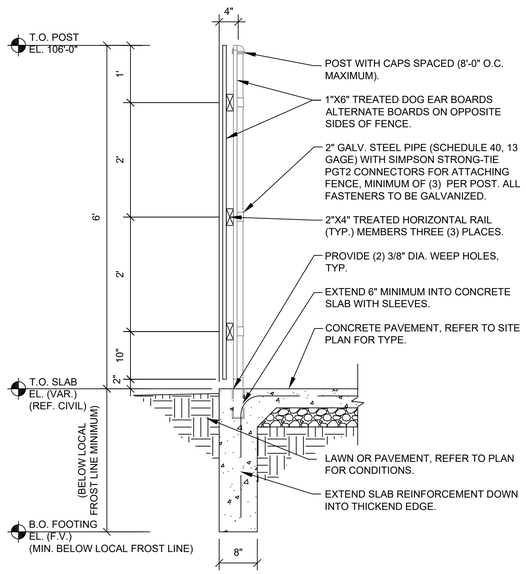
   ALL METAL PARTS TO BE PRIMED AND PAINTED (2) COATS SHERWIN WILLIAMS PAINT. COORDINATE WITH OWNER FOR COLOR SELECTION.

   EXPOSED WOOD TO BE PRIMED AND PAINTED (2) COATS OF COLOR TO MATCH BUILDING.

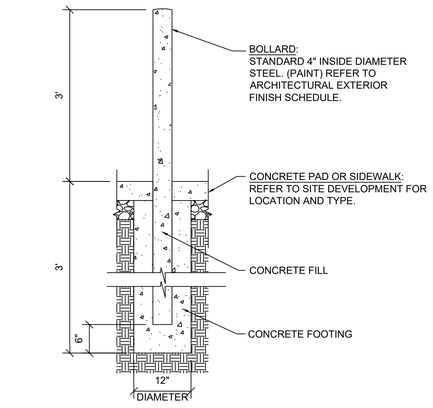
NOTE:
REFER TO SITE DEVELOPMENT PLAN FOR REFUSE ENCLOSURE LOCATION AND ORIENTATION.



4 WOOD SCREEN FENCE REFUSE ENCLOSURE PLAN
C1.5 SCALE: NOT TO SCALE



2 WOOD SCREEN FENCE SECTION
C1.5 SCALE: NOT TO SCALE



3 STEEL BOLLARD SECTION
C1.5 SCALE: NOT TO SCALE

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weareown.com
FORMERLY ANDERSON ENGINEERING

A licensed Missouri Engineering Corporation
COA# 00062

BALLPARK CENTRAL

JACKSON ROAD
BOONVILLE, MO

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 25CO10006
DRAWN BY: CVM
CHECK BY: TPW
ISSUED DATE: 06/10/2025
FIELD BOOK:

ISSUED BY:
LICENSE NO:

SHEET TITLE

DETAILS

SHEET NUMBER

C1.5
05 OF 05

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BILL NO. 2025-013 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, ADOPTING A PROCEDURE FOR CONSIDERING REDEVELOPMENT PLANS AND TAX ABATEMENT OR EXEMPTION PURSUANT TO CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI.

WHEREAS, Chapter 353 of the Revised Statutes of Missouri, known and referred to as The Urban Redevelopment Corporations Law ("Chapter 353"), authorizes the City to approve, by ordinance, redevelopment plans that allow for the redevelopment of blighted areas within the City and the granting of tax abatements and exemptions to encourage such redevelopment; and

WHEREAS, no tax abatement or exemption authorized by the City Council under Chapter 353 can become effective until the City Council conducts a public hearing to consider a proposed redevelopment plan and such tax abatement or exemption; and

WHEREAS, prior to the public hearing, the City Council must furnish to the political subdivisions whose boundaries for ad valorem taxation purposes include any portion of the property to be affected by tax abatement or exemption: (1) notice of the scheduled public hearing and (2) a written statement of the impact on ad valorem taxes such tax abatement or exemption will have on the political subdivisions; and

WHEREAS, Section 353.110.3 of the Revised Statutes of Missouri provides that such notice and written statement shall be as provided by local ordinance before the public hearing; and

WHEREAS, the City Council now desires to establish its procedures to provide the notice and written statement as required by Section 353.110.3 of the Revised Statutes of Missouri.

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

Section 1. Not less than ten (10) days before a public hearing to consider a redevelopment plan that provides for tax abatement or tax exemption pursuant to Chapter 353 of the Revised Statutes of Missouri, the City shall furnish to the political subdivisions whose boundaries for ad valorem taxation purposes include any portion of the property to be affected by tax abatement:

A. Notice of the scheduled public hearing, which shall include:

(1) the time, date, and place of the public hearing,

(2) a general description of the boundaries of the proposed redevelopment area,

(3) a general description of the proposed redevelopment plan,

(4) an invitation to submit comments to the City Council prior to the date of the public hearing concerning matters that will be discussed at the public hearing, and to appear at the public hearing and provide comments, and

(5) a statement that all interested persons and all political subdivisions will have the opportunity to be heard on such grant of tax abatement or exemption; and

B. A written statement of the impact on ad valorem taxes such tax abatement or exemption will have on the political subdivisions, which shall be prepared by or at the direction of the applicant and

shall include an estimate of the amount of ad valorem tax revenues of each political subdivision which will be affected by the proposed tax abatement or exemption, based on the estimated assessed valuation of the real property involved as such property would exist before and after it is redeveloped.

Section 2. The applicant for tax abatement or exemption under Chapter 353 shall provide or cause to be provided to the City: a complete list of all political subdivisions whose boundaries for ad valorem taxation purposes include any portion of the property to be affected by tax abatement or exemption; the written statement specified in Section 1.B above, in a form approved by the City Administrator; and any other information deemed necessary by the City Administrator or her designee to evaluate the proposed redevelopment plan and comply with the requirements of this Ordinance.

Section 3. This Ordinance will take effect and be in full force from and after its adoption by the City Council and approval by the Mayor.

FIRST READING: JUNE 16TH, 2025

READ FOR THE SECOND TIME AND PASSED THIS 7TH DAY OF JULY, 2025, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

APPROVED THIS 7TH DAY OF JULY, 2025.

_____
Ned Beach, Mayor

_____
Amber Davis, City Clerk

City Of BOONVILLE

LICENSE NO:_____

FESTIVAL & EVENT PERMIT APPLICATION

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

APPLICATION INSTRUCTIONS & TIMELINE

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

EVENT INFORMATION

Event Name: Home Coming Parad

Event Start Date: 09/12/2025 **Event End Date:** 09/12/2025

Date of Set Up: Oct 4 2024 **Times:** 10 Am - 2pm

Date of Tear Down: 09/25/25 **Times:** 3pm

Proposed Location: main street

- [x] **Downtown Area**
- [ ] **Kemper Park**
- [ ] **Harley Park**
- [ ] **Second Street Area**
- [ ] **Depot District** *State Park Permit required also

Expected Attendance: 200 **# of Staff & Volunteers:** 10

Are Vendors Expected? **YES** [ ] **NO** [x] If YES, how many? **1-15** **16-20** **21-25** **26+**

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

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

EVENT ORGANIZER INFORMATION

Company/ Organization Name: Boonville High School

Organizer's Name: Marjorie Brimer

Mailing Address: 1 Pirate Dr. Boonville, mo

Email Address: marjorie.brimer@bps k12.net

Phone: 660-888-0673 **Cell Phone:** " "

Phone:_____ **Cell Phone:**_____

WHAT CITY SERVICES WILL BE REQUESTED

City Services-	Yes	No	Describe Your Needs-
Electricity Hookup *AMEREN	☐	☐	
Water Hookup	☐	☐	
Dumpster / Trash Cans	☐	☐	
Picnic Tables	☐	☐	
Street Closure	☐	☐	

EVENT COMPONENTS (Check all that apply)

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

PARADE & STREET CLOSURE REQUEST

Event Date: 09/12/2025 **Number of Parade Entries:** 52-56

Set up Time: 9am **Start Time:** 2pm

Parade Route: from Main and High to Main and Ashley

Staging Location: block of 4th near police station, water street & High street on the boat side of Main

Request for Parking Restrictions: ☒ Yes ☐ No

Street Sweeper Requested: ☒ Yes ☐ No

Description of Parking Restriction Request: no parking on High from Main to the boat and no parking on 4th from High to the Spring Street

SITE LAYOUT

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

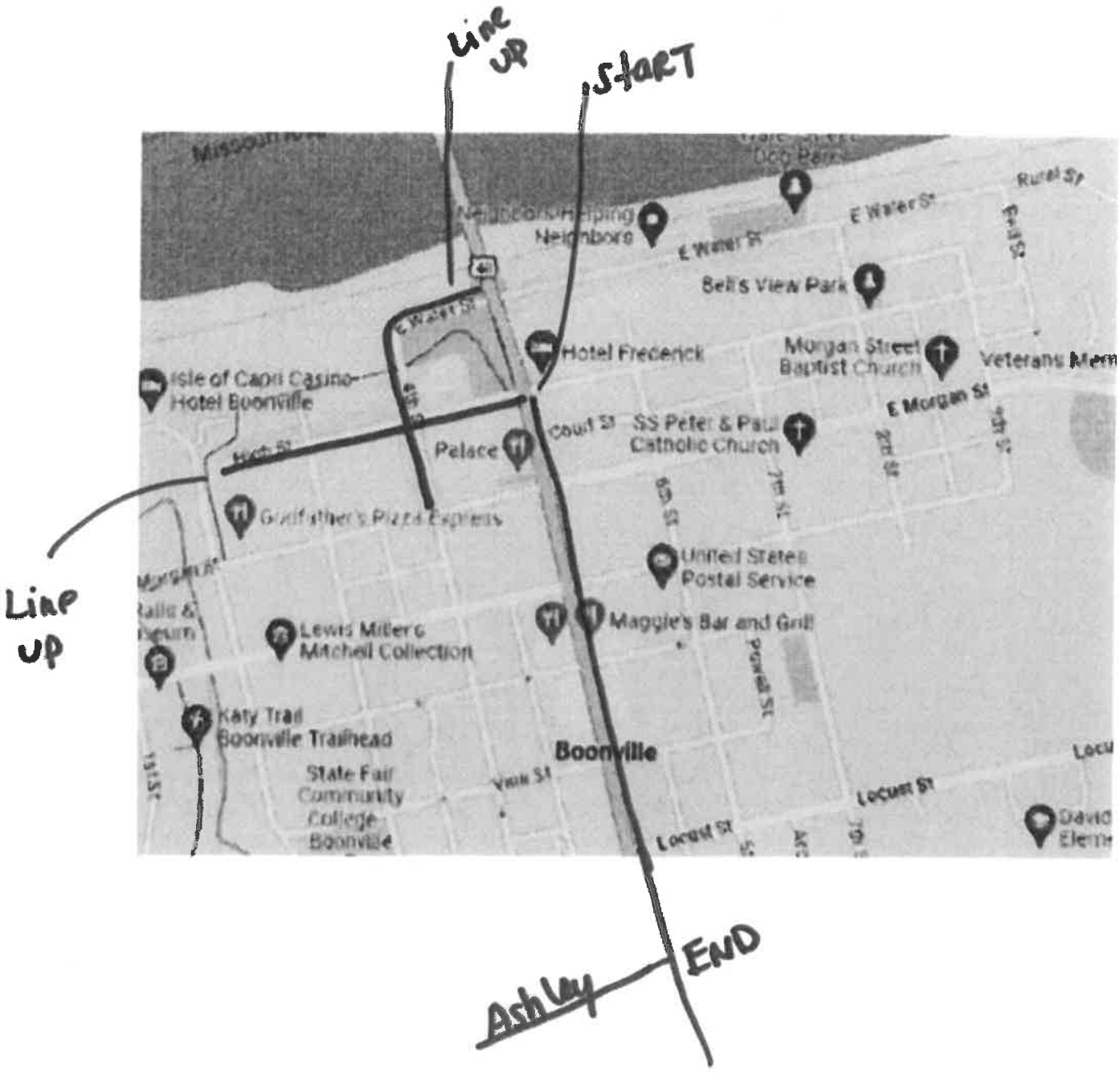
Include: tents / canopies, temporary structures, stages, alcoholic beverage areas, locations of portable restrooms, vendors and food concessions, transportation & parking plans, loading zones, vendor access and parking, and emergency vehicle accesses and/or route or any other pertinent information that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

STREETS TO BE CLOSED

	Streets to be closed	From Where to Where		Times to be Closed	How many door hangers needed
1.		From Spring & 4th	to 4	From to	10
2.		From The Boat	to High & Main	From 12 to 3:00	30
3.		From	to	From to	
4.		From	to	From to	
5.		From	to	From to	
6.		From	to	From to	
7.		From	to	From to	
8.		From	to	From to	
9.		From	to	From to	
10.		From	to	From to	

City Parking Lot Closure Request	Times to be Closed	How many door hangers needed
	From to	

Street Parking Restriction Request	Times to be Closed	How many door hangers needed
Please make sure vehicles are removed from [redacted]	From 12pm to 3pm	40


Line UP
START
Line UP
END
Ash Lay
Missouri River
Dog Park
Rural St
E Water St
Neighborly Helping Neighbors
Bells View Park
Hotel Frederick
Morgan Street Baptist Church
Veterans Mem
Isle of Capri Casino-Hotel Boonville
Court St
SS Peter & Paul Catholic Church
E Morgan St
Palace
Grandfather's Pizza Express
United States Postal Service
Lewis Millers Mitchell Collection
Maggie's Bar and Grill
Katy Trail Boonville Trailhead
Boonville
State Fair Community College Boonville
Main St
Locust St
Spring St

RESOLUTION NO. 2025-11

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, STATING THE INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM UNDER THE FY 2025 COMPETITIVE CYCLE FOR THE CONSTRUCTION OF A NEW ROUNDABOUT AT THE INTERSECTION OF ROUTE B (MAIN STREET) AND AMERICANA AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective, "the development of viable urban communities, by providing decent housing, suitable living environment and expanding opportunities principally for persons of low and moderate income", and

WHEREAS, Tile I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives, and

WHEREAS, the Missouri Department of Economic Development is designated to award Community Development Block Grant Funding under Title I, and

WHEREAS, the City does have areas of need which may be addressed through the Community Development Block Grant Program

NOW, THEREFORE, BE IT RESOLVED by the City of Boonville, Missouri that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974

THEREFORE, BE IT FURTHER RESOLVED, That the Mayor of Boonville, Missouri hereby is authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

BE IT FURTHER RESOLVED: That the applicant will dedicate $706,437 of local cash funds and $1,000 of in-kind to be used in this project.

Passed this __7th_ day of July 2025, by the City of Boonville, Missouri

_____ **(Seal)** _____

ATTEST: **Ned Beach, Mayor (sign)**

RESOLUTION NO. R2025-12

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2014 SPARTAN GLADIATOR PUMPER TRUCK, STOCK #19733, VIN# 4S7AU2D9XECO77959, OFFERED BY BRINDLEE MOUNTAIN FIRE APPARATUS, LLC FOR THE BOONVILLE FIRE DEPARTMENT

WHEREAS, the Boonville Fire Department needs a new pumper truck with a reliable, modern fire engine with updated pump capacity, safety technology, and equipment storage that is critical for maintaining adequate fire suppression capabilities and ensuring firefighter and public safety; and

WHEREAS, the Fire Chief, City Administrator, and City Council engaged in deliberations regarding the availability, prices, and options on several new and used trucks in an evolving fire apparatus market and have agreed that the aforementioned truck is the best available unit to meet the needs of the City of Boonville; and

WHEREAS, the Boonville Fire Department and City staff have reviewed and approved the specifications of the aforementioned truck and the terms of a proposal provided by Brindlee Mountain Fire Apparatus to furnish same to the City of Boonville for Four Hundred Twenty-Five Thousand Dollars ($425,000.00), attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein; and

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri that the City approves this purchase and hereby authorizes the Mayor to accept the proposal of Brindlee Mountain Fire Apparatus Of Union Grove, Alabama to furnish the above-specified equipment for Four Hundred Twenty-Five Thousand Dollars ($425,000) and thereafter authorizes the Boonville Fire Chief to approve customization of the unit and take delivery of same and to fully and completely execute all warranty materials in the name of the City of Boonville upon delivery.

Passed this 7th day of July, 2025, by the City Council of Boonville, Missouri

_____
Ned Beach, Mayor

ATTEST:

_____
Amber Davis, City Clerk

BRINDLEE MOUNTAIN

FIRE APPARATUS

Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 2014 Spartan Gladiator Pumper (Apparatus) to Boonville Fire Department, MO (Buyer) for the sum of $425,000.00 (Four-Hundred Twenty-Five Thousand Dollars and no cents).

Apparatus: 2014 Spartan Gladiator Pumper, Stock #19733, VIN: 4S7AU2D9XEC077959
Buyer Info: Boonville Fire Department, 500 Bingham Road, Boonville, MO 65233
Seller Info: Brindlee Mountain Fire Apparatus, 15410 Highway 231, Union Grove, AL 35175

Terms and Conditions of Sale:

(1) Services Included: Seller will complete all items listed on the attached Addendum.

(2) Warranty: Apparatus will have a one (1) year warranty beginning with date of pick up. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds $3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed $12,000.00 (Twelve Thousand dollars and no cents). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.

(3) Payment and Title: Buyer will submit a 50% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following receipt of payment.

(4) FOB Seller, Freight Prepaid: Buyer assumes the responsibility of the Apparatus upon pick up by carrier or other designated representative. Seller is responsible for all freight charges.

(5) Jurisdiction: This contract shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.

This agreement is valid for execution by June 20, 2025.

Sales Representative
Brindlee Mountain Fire Apparatus

06/04/2025
Date

Authorized Representative
BUYER

Date

Revised: 02/24/2022

BRINDLEE MOUNTAIN

FIRE APPARATUS

Addendum to June 4, 2025 Sales Agreement

Addendum for the contract between Brindlee Mountain Fire Apparatus (Seller) and Boonville Fire Department, MO (Buyer). This addendum names the specific items to be completed on the Apparatus (Stock #19733) by the Seller.

1. Full chassis service of all fluids and filters.
2. Current pump service test.
3. Touch up paint, per department specifications.
4. Remove existing lettering and striping.
5. Stripe Apparatus, per department specifications
6. Letter Apparatus, per department specifications.
7. Verify all DOT, emergency, compartment, ground, and scene lighting is in proper working condition. The following were noted as in need of repair or replacement: moisture in turn signal, Driver's side scene light.
8. Verify all sirens and horns are in proper working condition. Air horn noted as sounding "flat".
9. Install control pedal for Federal Q2b siren to Driver's floorboard.
10. Oil leak noted on front of the engine. Diagnose and repair as needed.
11. Verify backup camera is in proper working condition. Driver's side camera did not activate with turn signal. Repair as needed.
12. Install coffin box lids on Officer's side coffin box to match lids on Driver's side coffin box.
13. Verify a full complement of ground ladders and caps for intakes and discharges.

BRINDLEE MOUNTAIN

FIRE APPARATUS

Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 2014 Spartan Gladiator Pumper (Apparatus) to Boonville Fire Department, MO (Buyer) for the sum of $425,000.00 (Four-Hundred Twenty-Five Thousand Dollars and no cents).

Apparatus: 2014 Spartan Gladiator Pumper, Stock #19733, VIN: 4S7AU2D9XEC077959
Buyer Info: Boonville Fire Department, 500 Bingham Road, Boonville, MO 65233
Seller Info: Brindlee Mountain Fire Apparatus, 15410 Highway 231, Union Grove, AL 35175

Terms and Conditions of Sale:

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(2) Warranty: Apparatus will have a one (1) year warranty beginning with date of pick up. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds $3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed $12,000.00 (Twelve Thousand dollars and no cents). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.

(3) Payment and Title: Buyer will submit a 50% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following receipt of payment.

(4) FOB Seller, Freight Prepaid: Buyer assumes the responsibility of the Apparatus upon pick up by carrier or other designated representative. Seller is responsible for all freight charges.

(5) Jurisdiction: This contract shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.

This agreement is valid for execution by June 20, 2025.

Sales Representative Brindlee Mountain Fire Apparatus	Authorized Representative BUYER
06/04/2025 Date	Date

Revised: 02/24/2022

BRINDLEE MOUNTAIN

FIRE APPARATUS

Addendum to June 4, 2025 Sales Agreement

Addendum for the contract between Brindlee Mountain Fire Apparatus (Seller) and Boonville Fire Department, MO (Buyer). This addendum names the specific items to be completed on the Apparatus (Stock #19733) by the Seller.

1. Full chassis service of all fluids and filters.
2. Current pump service test.
3. Touch up paint, per department specifications.
4. Remove existing lettering and striping.
5. Stripe Apparatus, per department specifications
6. Letter Apparatus, per department specifications.
7. Verify all DOT, emergency, compartment, ground, and scene lighting is in proper working condition. The following were noted as in need of repair or replacement: moisture in turn signal, Driver's side scene light.
8. Verify all sirens and horns are in proper working condition. Air horn noted as sounding "flat".
9. Install control pedal for Federal Q2b siren to Driver's floorboard.
10. Oil leak noted on front of the engine. Diagnose and repair as needed.
11. Verify backup camera is in proper working condition. Driver's side camera did not activate with turn signal. Repair as needed.
12. Install coffin box lids on Officer's side coffin box to match lids on Driver's side coffin box.
13. Verify a full complement of ground ladders and caps for intakes and discharges.

BILL NO. 2025-014 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING A SUBLEASE FOR A PORTION OF THE KATY DEPOT TO CHERRY ROAD MEDIA INC. FOR OFFICE SPACE, PROVIDING AN EFFECTIVE DATE THEREFOR; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS: The City of Boonville has leased the Katy Depot from the Missouri Department of Natural Resources (DNR) since 2011; and

WHEREAS: Cherry Road is desiring to utilize 620 square feet of the Depot for use as the Boonville Daily News Office; and

WHEREAS: Local media is integral to community vitality and identity; and

WHEREAS: DNR has approved the sublease of office space by the City.

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

SECTION 1: That Sublease Agreement CO2520, between DNR, Cherry Road Media, Inc. and the City of Boonville is approved as set forth on "**Exhibit A**" attached hereto and made a part hereof as if fully set out herein.

SECTION 2: That Cherry Road Media, Inc. agrees to pay two hundred dollars and no cents per month ($200.00) to the City of Boonville in exchange for subleasing the space.

SECTION 3: That the City Administrator and the City Clerk are hereby authorized to execute and attest said Amendment #1 on behalf of the City of Boonville.

SECTION 3: That this Ordinance authorizing the sublease is effective immediately, and the attached and executed sublease shall take effect and be in full force from and after both parties have signed it.

FIRST READING: JULY 7, 2025

READ FOR THE SECOND TIME AND PASSED THIS 21st DAY OF JULY, 2025 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

_____
PRESIDENT OF THE COUNCIL

APPROVED THIS 21ST DAY OF JULY. 2025

_____
NED BEACH, MAYOR

ATTEST:

_____
AMBER DAVIS, CITY CLERK

SUBLEASE

This Sublease Agreement, **CO2520**, is entered this ___ day of ___, 2025 between the City of Boonville (City/sublessor) and CherryRoad Media Inc. (Media/sublessee), a Florida for-profit business, for the property commonly known as the Boonville Depot.

WHEREAS, the Boonville Depot is owned by the Department of Natural Resources (DNR), and is the subject of a Lease agreement among DNR and Boonville Area Chamber of Commerce dated November 25, 1997, and an assignment to the City dated June 13, 2011 through June 12, 2036 (Exhibit A); and

WHEREAS, the Lease allows for subletting with approval of the Lessor; and

WHEREAS, Lessor approved a sublease for a portion of the leased property among sublessor and sublessee by email dated May 2, 2025 (Exhibit B), and herein approves the sublease on the terms and conditions described herein for a time period not to exceed the term of the Lease between DNR and City.

NOW THEREFORE, pursuant to covenants contained herein and other valuable consideration, which the parties acknowledge to be adequate and sufficient, Sublessor and Sublessee agree as follows:

1) Sublessor and Sublessee acknowledge the terms of the Lease by and between DNR and City, a copy of which is incorporated by reference as though fully stated herein and attached as Exhibit A for reference, and agree that each shall comply fully with its terms.

2) Pursuant to Paragraph 20 of the Lease, Lessee may sublease with the approval of Lessor but shall at all times remain fully responsible and liable for the compliance of all of its obligations under the terms, provisions, and covenants of that lease, including, but not limited to, paragraphs 4 and 17. These provide:

   4. Use: Lessee covenants and agrees that during the term of this agreement, it shall use said premises for work space to conduct office activities that enhance the business interests of the Boonville community, the Katy Trail State Park, and other parks and historic sites within the Missouri State Park System, and for no other purpose whatsoever. The sale of goods directly associated with Lessee's office activities will be permitted on the leased premises. Sales of other goods are prohibited. Lessee further agrees to use the leased premises in such a manner as not to interfere with the conduct of Lessor's business, or with the safe operation of the Katy Trail State Park ("Katy Trail") adjacent thereto. Lessee further agrees and covenants to conform to and observe all municipal, county, state and federal ordinances, rules, laws and regulations, and all public authorities, boards or officers relating to said premises, or improvements upon the same or use thereof, and shall not, during such term, permit the same to be used for any illegal or immoral purpose, business or occupation, or any use which would interfere with the railbank purpose of the adjacent Katy Trail property or be incompatible with the use of the adjoining Katy Trail in the Missouri State Park System; provided, that a violation of

this section will operate as a breach of this agreement only in the event that the property herein will be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, or determined by Lessor to be a use which interferes with the railbank purpose of the adjacent Katy Trail property or be incompatible with the use of the adjoining Katy Trail itself.

17. Right of Entry: Lessor, through its duly authorized representative(s) shall, at all reasonable times, have right of entry and free access to said leased premises, and every part hereof, for the purpose of inspecting the same to determine its condition, and to determine whether or not Lessee is using and occupying the same for the purpose, and in the manner herein allowed; or to make any improvement or repair of said leased premises; or for any other reason whatsoever.

3) The term of the Sublease is on the terms and conditions of the Lease and additional terms stated herein, which renews automatically on June 30th of each year until it terminates June 12, 2036, the termination of the Lease between DNR and the City of Boonville. To terminate, sublessee shall notify lessor of its intent to terminate sublease at least 60 days before automatic renewal.

4) Sublessor assumes the risk of, and to protect, indemnify and hold harmless the Department, its officers, agents and employees from and against all liability for or on account of injury to or death of any and all persons or damage to property, resulting from or incident to the Sublease. Sublessor agrees to immediately investigate any claims, demands or suits and shall defend, settle, and/or otherwise dispose of its sole cost and expense.

5) Sublease is for approximately 519 square feet of the 620 square feet in the Boonville Depot as shown in attached Exhibit C. Lessor shall retain its lease for the remaining approximately 101 square feet.

6) Sublessee agrees to limit items in the sublease area to three desks, associated cabinets, and other standard office equipment to be used in the operation of a newspaper.

7) Sublessee shall have access to the area depicted in Exhibit C seven days a week.

8) In the event Sublessor or its Sublessee does not abide by the terms of this agreement, the Department may declare this Agreement terminated pursuant to the 2011 Lease.

9) No utilities will be provided by lessor.

10) Notice: Any notice required to be given to either party shall be properly given if served or delivered to party, or their authorized agent, of if posted on or if mailed by certified mail, postpaid, to the address below.

If to Lessor:
Real Estate Section
Division of State Parks
P.O. Box 176
Jefferson City, MO 65102-0176
Office: 573-522-8191
FAX: 573-526-4395

If to Sublessor:
City of Boonville
Attn: City Administrator
401 Main Street
Boonville, MO 65233
Office: (660) 882-2332
Fax: (660) 882-6608

If to Sublessee:
CherryRoad Media Inc.
Attn: VP Administration
6 Upper Pond Rd
2nd Floor
Parsippany, NJ 07054
Phone: (973) 402-7802
Email: AGulban@cherryroad.com

With a copy to:
Katy Trail Coordinator
Rock Bridge Memorial State Park
5901 S. Hwy. 163
Columbia, MO 65203
Office: 573-449-7402
Fax: 573-442-2249

IN WITNESS WHEREOF, the parties have executed this Sublease Renewal the day and year first written below.

SUBLESSOR
CITY OF BOONVILLE

_____
KATE FJELL, CITY ADMINISTRATOR

_____
DATE

SUBLESSEE
CHERRYROAD MEDIA, INC

_____
ANN MARIE GULBAN, VP ADMINISTRATION

_____
DATE

LESSOR CONSENT
STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

_____
LAURA HENDRICKSON, DIRECTOR
DIVISION OF STATE PARKS

_____
DATE

Exhibit A

ASSIGNMENT OF BOONVILLE DEPOT LEASE

WHEREAS, on November 25, 1997, the Missouri Department of Natural Resources ("Lessor") executed and delivered to the Boonville Area Chamber of Commerce ("Lessee") Lease No. BO9600, attached hereto as Exhibit 1 and incorporated herein by reference, for the following property:

> AN AREA COMPRISING 620 GROSS SQUARE FEET OF INTERIOR SPACE, MORE OR LESS, SITUATED WITHIN THE BOONVILLE DEPOT AT 320 FIRST STREET ON KATY TRAIL STATE PARK PROPERTY BETWEEN SPRING AND MORGAN STREETS, CITY OF BOONVILLE, COOPER COUNTY, MISSOURI, AS DEPICTED ON EXHIBIT "A," ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

WHEREAS, Lease No. BO9600 was for a nine-year term and included an option permitting Lessee to renew the lease three times for additional five-year terms.

WHEREAS, on October 20, 2006, Lessee exercised its first option to renew Lease No.BO9600, attached hereto as Exhibit 2, extending the term of the lease to December 28, 2011.

WHEREAS, Lessee desires to assign Lease No. BO9600 to the City of Boonville ("Assignee").

NOW THEREFORE, in consideration of the covenants herein, Lessor hereby agrees to the assignment by Lessee unto Assignee, along with all of Lessee's interest in Lease No. BO9600. Assignee agrees to be bound by each of the terms and conditions of Lease No. BO9600 and its amendments, including the following:

1. PREMISES: In consideration of the rental to be paid by Lessee to Lessor, and of the covenants and agreements as hereinafter set forth, Lessor hereby leases to Lessee the following described premises at the City of Boonville, County of Cooper, State of Missouri, to wit:

> THE BOONVILLE DEPOT BUILDING (5,881 SQUARE FEET, MORE OR LESS) LOCATED AT 320 FIRST STREET ON KATY TRAIL STATE PARK PROPERTY IN BOONVILLE, COOPER COUNTY, MISSOURI.

2. TERM: The primary term of this lease shall be for 25 years, beginning on the date of this instrument June 13, 2011 and ending on June 12, 2036. Lessee shall have the option to renew this lease for an addition 25 years. Said notice shall be received 30 days prior to termination of this lease and shall be deemed properly given if postmarked and addressed to Lessor at the

address indicated in Paragraph 21. Possession hereof shall be given upon the date of this agreement and surrendered on the last day of this lease as herein provided.

3. Rental: In lieu of paying pecuniary rent to Lessor, Lessee agrees to maintain of the grounds immediately surrounding the leased premises as shown on Exhibit 3, which is attached hereto and incorporated herein by reference. Such maintenance shall include, but not be limited to: mowing grass, caring for shrubs, caring for trees, performing general landscaping, and keeping the parking area clean. If Lessee's maintenance of the grounds fails to be satisfactory to Lessor, Lessor will notify Lessee of any deficiencies and work with Lessee to resolve them. Lessee further agrees to locate, acquire and maintain for the duration of this lease alternate office space for the members of Lessor's staff currently occupying a portion of the leased premises, which office space must comply with the applicable standards of the Missouri Office of Administration relating to space management and utilization, maintenance, energy conservation, safety and security and be approved in writing by Lessor. While occupying the alternate office space, Lessor agrees to bear the expense of utilities, cleaning and trash service for said office space or, in the event that Lessor's staff only occupies a portion of the premises wherein such office space is located, the costs associated with the portion of the premises occupied by Lessor's staff. Until such alternate office space is secured, Lessee shall continue to make office space in the leased premises available to Lessor's staff and Lessee shall bear all costs for utilities, cleaning and trash service associated with the leased premises.

* * *

5. UTILITES: (a) Lessee hereby agrees to comply with all federal, state, county and municipal laws, orders, regulations and ordinances connected with the maintenance and use of utilities and further agrees to protect, indemnify and hold harmless Lessor from any fines or penalties arising from any violation by Lessee of any said laws, orders, regulations or ordinances.

(b) Lessee shall equip, maintain, and bear all costs for the provision and usage of water and sewage systems for the leased premises. Lessee shall also equip and maintain electrical systems, including heating and cooling units.

(c) Lessee agrees to pay for the utilities of heat, air conditioning, light, gas, electricity and communication systems.

(d) Lessor shall permit Lessee, at Lessee's cost, to install communications systems necessary for the conduct of Lessee's business, and said systems shall remain the property of Lessee.

6. SERVICES: (a) Lessee agrees to provide and pay for janitorial and housekeeping services, equipment, and supplies, including paper products (restroom tissue, paper towels, etc.).

(b) Lessee agrees to provide and pay for general garbage and trash removal from the leased premises.

(c) Lessee agrees to remove all ice and snow from the sidewalks and parking area.

(d) Lessee agrees to provide and pay for effective and safe pest control (insect and rodent).

7. CONFERENCE ROOM USE: Lessor shall be permitted to hold meetings in the conference room located within the depot structure upon timely notification to Lessee of the date, time and duration of its intended use of the conference room, and resolution of any scheduling conflicts with Lessor's intended use. If a conflict exists, the parties shall act in good faith to resolve the conflict.

8. PARKING FACILITIES: Lessee shall maintain the parking area at the leased premises.

* * *

12. INSURANCE: Before entering the premises, Lessee shall obtain and maintain, at its sole expense, general public liability insurance in the amounts sufficient to cover Lessor's potential liability as specified in Section 537.610, RSMo, naming Lessor as an additional insured.

a) Each policy shall contain a cancellation clause reading in substance as follows:

> It is agreed that this policy shall not be canceled nor the amount of coverage provided herein reduced until after Lessor's Director shall have received prior written notice of such cancellation or reduction, as evidenced by return receipt of certified mail.

b) The insurer will not cancel or reduce the insured's coverage without prior written notice to Lessor's Director.

c) Lessor will not be responsible for premiums or assessments on the policy.

Insurance policies must remain in force and effect for all injuries and damages incurred during the term of this lease, regardless of when the actual claims are asserted or presented.

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Lessee to furnish insurance during the term of this lease. Said policy or policies shall be underwritten to the satisfaction of Lessor. A signed and completed certification of insurance, with all endorsements required by this paragraph

shall be submitted to Lessor concurrently with the execution of this lease. At least thirty (30) days prior to the expiration of any such policy, Lessee shall file with Lessor a signed and completed certification of insurance, with all endorsements required by this paragraph, showing that such insurance coverage has been renewed or extended.

Upon request, insurer shall furnish Lessor a certified copy of the policy within fifteen (15) days of the request. All signatures shall be handwritten on such policy. Rubber stamp signatures are not acceptable. The above-stated amounts of coverage are subject to amendments by Lessor every four (4) years, or immediately, as may be mandated by changes in State or Federal Law.

* * *

20. ASSIGNMENT: Lessee shall not sublet, assign or otherwise transfer any rights, interest or responsibilities under this lease without first receiving written permission for same from Lessor. This lease is personal to the Lessee and shall not inure to the benefit of any receiver, trustee or other officer of any assignee for the benefit of creditors, as an asset of Lessee, but shall cease and terminate upon the appointment of any such receiver, trustee or other officer.

21. MISCELLANEOUS: (a) This lease, and all of the provisions contained herein, shall be binding upon the parties hereto, their heirs, executors, administrators and assigns, and Lessee agrees to supply notice to Lessor of any name or address changes.

(b) Any notice herein required to be given by the Lessor to Lessee, or Lessee to Lessor shall be deemed properly given when served upon or hand delivered to, or upon receipt if mailed, postage paid, certified mail, return receipt requested, and addressed as follows:

If to Lessor:	If to Lessee:
Dept. of Natural Resources	City of Boonville
Division of State Parks, Director	City Administrator
P.O. Box 176	525 E. Spring St.
Jefferson City, MO 65102	Boonville, MO 65233

With a copy to: Katy Coordinator
c/o Rock Bridge Memorial State Park

Notices of either party to the other shall be deemed delivered on the date actually received.

(c) No oral promises, oral agreements or oral warranties shall be deemed a part of this lease, nor shall any alteration, amendment, supplement, or waiver of any of the provisions of this lease be binding upon either party hereto unless the same be supplemented, altered, changed or amended by an instrument in writing, signed by both parties.

(d) This lease is made subject to rights to use Lessor's property granted in other agreements antedating this lease.

(e) This lease does not become binding upon Lessor until executed by Lessor's Director.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Lessor:

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Sara Parker Pauley, Director — Date: June 13, 2011

Lessee

BOONVILLE AREA CHAMBER OF COMMERCE

Kim Krajicek-Alberts, Executive Director — Date: May 31, 2011

Assignee

CITY OF BOONVILLE, MISSOURI

Julie Thacher, Mayor — Date: May 6, 2011

Mary McAllister, City Clerk — Date: May 6, 2011

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
BOONVILLE DEPOT LEASE

THIS LEASE, No. BO9600, is by and between the Missouri Department of Natural Resources and the Boonville Area Chamber of Commerce of Boonville, Cooper County, Missouri.

WHEREAS, the Missouri Department of Natural Resources is the successor in title to property in Cooper County, Missouri referred to as Katy Trail State Park, formerly owned by the Missouri-Kansas-Texas Railroad Company and conveyed to the Department of Natural Resources by deeds recorded in Book 195, Page 161 and Book 192, Page 422 of the Cooper County Recorder's Office;

WHEREAS, the Missouri Department of Natural Resources was granted the use of said property for a recreation trail and to preserve the former railroad corridor in accordance with a Certificate of Interim Trail Use, Docket No. AB-102 (Sub-No.13), issued by the Interstate Commerce Commission and dated April 22, 1987;

WHEREAS, the Department of Natural Resources will restore and remodel the former railroad depot located at 320 First Street in Boonville, Cooper County, Missouri on the former railroad property presently used as Katy Trail State Park;

WHEREAS, the Missouri Department of Natural Resources will use approximately SEVENTEEN HUNDRED (1,700) gross square feet of the Boonville, Missouri depot structure for office space;

WHEREAS, the Boonville Area Chamber of Commerce desires to utilize approximately SIX HUNDRED TWENTY (620) gross square feet of interior office space within the restored and remodeled depot structure;

Exhibit 1

WHEREAS, the Boonville Area Chamber of Commerce shall grant to the Missouri Department of Natural Resources a minimum of FORTY-TWO THOUSAND FIFTY DOLLARS AND NO/100 ($42,050.00) to support the restoration and remodeling of the Boonville, Missouri depot structure;

WHEREAS, the Boonville Area Chamber of Commerce is agreeable to providing literature and services to the general public to promote the Katy Trail State Park and other parks and historic sites within the Missouri State Park System;

WHEREAS, the Boonville, Missouri community has provided ONE HUNDRED THOUSAND DOLLARS AND NO/100 ($100,000.00) toward the construction of a bicycle walkway across the new State Highway 40 Missouri River bridge at Boonville, Missouri, which connects two segments of Katy Trail State Park; and

WHEREAS, the City of Boonville, Missouri constructed, maintained, and operated an initial three-mile (3-mile) section of Katy Trail State Park within the corporate limits of Boonville, Missouri from August 1990 to April 1992.

NOW, THEREFORE, in consideration of the mutual promises and benefits herein contained, which shall inure to the benefit of each party, the Missouri Department of Natural Resources ("Lessor"), and the Boonville Area Chamber of Commerce (Lessee), agree as follows:

1. PREMISES: In consideration of the rental to be paid by Lessee to Lessor, and of the covenants and agreements as hereinafter set forth, Lessor hereby leases to Lessee the following described premises at the

City of Boonville, County of Cooper, State of Missouri, to-wit:

AN AREA COMPRISING 620 GROSS SQUARE FEET OF INTERIOR SPACE, MORE OR LESS, SITUATED WITHIN THE BOONVILLE DEPOT AT 320 FIRST STREET ON KATY TRAIL STATE PARK PROPERTY BETWEEN SPRING AND MORGAN STREETS, CITY OF BOONVILLE, COOPER COUNTY, MISSOURI, AS DEPICTED ON EXHIBIT "A," ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

2. TERM: The initial term of this lease shall be for nine (9) years, which shall commence upon the completion of the Boonville depot renovations and shall end nine (9) years thereafter. Lessor shall provide written notice to Lessee of the completion of the renovations to said depot, and the date of receipt of said written notice shall begin the above-stated nine-year (9-year) term. Lessee is hereby given an option for three (3) additional five-year (5-year) lease renewals, with the first renewal's terms to be negotiated within one (1) year prior to the expiration of the initial term of this lease. Both subsequent renewal terms shall be negotiated within one (1) year prior to the expiration of the then current renewal term of this lease. Possession shall be given upon receipt of the written notice mentioned above and surrendered on the last day of this lease as hereinafter provided. This lease may, at any time, be terminated upon the mutual written agreement of both parties.

3. RENTAL: Lessee agrees to pay Lessor as rental for the use of said premises the sum of TEN DOLLARS ($10.00) per annum, payable upon demand, and to pay all taxes, special and general, which may be assessed against any property of Lessee's or of others on the leased

premises.

4. USE: Lessee covenants and agrees that during the term of this agreement, it shall use said premises for work space to conduct office activities that enhance the business interests of the Boonville community, the Katy Trail State Park, and other parks and historic sites within the Missouri State Park System, and for no other purpose whatsoever. The sale of goods directly associated with Lessee's office activities will be permitted on the leased premises. Sales of other goods are prohibited. Lessee further agrees to use the leased premises in such a manner as not to interfere with the conduct of Lessor's business, or with the safe operation of the Katy Trail State Park ("Katy Trail") adjacent thereto. Lessee further agrees and covenants to conform to and observe all municipal, county, state and federal ordinances, rules, laws and regulations, and all public authorities, boards or officers relating to said premises, or improvements upon the same or use thereof, and shall not, during such term, permit the same to be used for any illegal or immoral purpose, business or occupation, or any use which would interfere with the railbank purpose of the adjacent Katy Trail property or be incompatible with the use of the adjoining Katy Trail in the Missouri State Park System; provided, that a violation of this section will operate as a breach of this agreement only in the event that the property herein will be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, or determined by Lessor to be a use which interferes with the railbank purpose of the adjacent Katy Trail property or be incompatible with the use of the adjoining Katy Trail itself.

5. UTILITIES: (a) Lessee hereby agrees to comply with all federal, state, county and municipal laws, orders, regulations and ordinances connected with the maintenance and use of utilities, and further agrees to protect, indemnify and hold harmless Lessor from any fines or penalties arising from any violation by Lessee of any said laws, orders, regulations or ordinances.

(b) Lessor shall equip, maintain, and bear all costs for water and sewage systems and usage for the leased premises. Lessor shall also equip and maintain electrical systems, including heating and cooling units.

(c) Lessee agrees to pay for the utilities of heat, air conditioning, light, gas, electricity, and communication systems. Upon contract execution, Lessor shall furnish all fluorescent and incandescent light bulbs necessary on the premises. Thereafter, Lessee shall furnish and install replacements for all fluorescent and incandescent light bulbs necessary on the premises.

(d) Lessor shall permit Lessee, at Lessee's cost, to install communication systems necessary for the conduct of Lessee's business, and said systems shall remain the property of Lessee.

6. SERVICES: (a) Lessee agrees to provide and pay for janitorial and housekeeping services, equipment, and supplies, including paper products (restroom tissue, paper towels, etc.).

(b) Lessee agrees to provide and pay for general garbage and trash removal from the leased premises.

(c) Lessor shall be responsible for removal of snow and ice from the sidewalks and parking area, and shall provide general lawn care.

(d) Lessor agrees to provide and pay for effective and safe pest control (insect and rodent).

7. CONFERENCE ROOM USE: Lessee shall be permitted to hold meetings in Lessor's conference room located within the depot structure. Lessee's use of the conference room shall be dependent upon receipt of Lessor's verbal approval prior to the use of the conference room.

8. PARKING FACILITIES: Lessor shall furnish and maintain parking for Lessee, its employees, and invitees.

9. MAINTENANCE: Lessee shall maintain the leased premises in a manner and to standards acceptable to Lessor. In the event the leased premises is not adequately maintained or operated in accordance with the covenants and restrictions set forth herein, Lessor shall give Lessee written notice of a significant violation. Lessee shall correct said violation to the satisfaction of Lessor within fourteen (14) days following the giving of said notice or within any greater period of time expressly allowed in writing by Lessor.

10. INTERIOR REPAIRS AND ALTERATIONS: (a) Pursuant to the terms and conditions of this lease, the general maintenance, repair, and repainting needs of the leased premises that have resulted from deterioration or ordinary wear and tear shall be performed by and at the cost of Lessee without written permission of Lessor provided that such general maintenance, repair, and repainting is performed in a manner that will not materially alter the appearance of the leased premises.

(b) In the event Lessee desires to alter or change the appearance of

permanent walls, doors, windows, or other permanent amenities of the leased premises, Lessee shall submit a written request to Lessor outlining the desired alterations to the leased premises, and Lessee shall receive written approval from Lessor prior to Lessee making said alterations or changes at Lessee's expense.

(c) Lessee shall have the right to make temporary alterations, and attach fixtures and signs upon the premises, which alterations, fixtures and signs so placed upon or attached to the premises shall be and remain the property of Lessee and shall be removed and otherwise disposed of by Lessee at the expiration of this lease. The above changes or alterations shall in no way weaken or cause structural injury to the premises, and the altered part of the premises shall, upon removal by the Lessee, be returned to the condition existing prior to such change, alteration, or installation (ordinary wear and tear excepted), if required by Lessor.

11. DAMAGE OR LOSS: (a) Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, ordinary wear and tear excepted.

(b) Lessor shall not be obligated to repair or restore the premises in the event the premises are damaged or destroyed by fire or other casualty so as to render the premises untenantable.

12. INSURANCE: Before entering the premises, Lessee shall provide and maintain in force during the term of this lease public liability insurance in the sum of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per person for injury to or death of any one person, and ONE MILLION DOLLARS ($1,000,000) per

occurrence; and property damage in the sum of FIFTY THOUSAND DOLLARS ($50,000) per occurrence. Lessor shall be expressly named as a coinsured party on each public liability insurance policy issued to Lessee up to the minimum dollar amounts set forth herein. This policy or policies of liability insurance shall contain the following special endorsement:

a) Each policy shall contain a cancellation clause reading in substance as the following approved notice:

"It is agreed that this policy shall not be canceled nor the amount of coverage provided herein reduced until after Lessor's Director shall have received prior written notice of such cancellation or reduction, as evidenced by return receipt of certified mail."

b) The insurer will not cancel or reduce the insured's coverage without prior written notice to Lessor's Director.

c) Lessor will not be responsible for premiums or assessments on the policy.

Insurance policies must remain in force and effect for all injuries and damages incurred during the term of this lease, regardless of when the actual claim is asserted or presented. Claims made insurance policies are not acceptable.

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Lessee to furnish insurance during the term of this lease. Said policy or policies shall be underwritten to the satisfaction of Lessor. A signed and completed certification of insurance, with all endorsements required by this

paragraph, shall be submitted to Lessor concurrently with the execution of this lease. At least thirty (30) days prior to the expiration of any such policy, a signed and completed certification of insurance, with all endorsements required by this paragraph, showing that such insurance coverage has been renewed or extended, shall be filed with Lessor.

Upon request, insurer shall furnish Lessor a certified copy of the policy within fifteen (15) days of the request. All signatures shall be handwritten on such policy. Rubber stamp signatures are not acceptable. The above-stated amounts of coverage are subject to amendment by Lessor every four (4) years, or immediately, as may be mandated by changes in State or Federal law.

13. NONDISCRIMINATION: No person shall, on account of race, creed, sex, handicap or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises. Lessee shall conform to all requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and rules issued pursuant to that title in administering said premises. Lessee shall also conform to all requirements of Discriminatory Practices outlined in Chapter 314 of the Revised Statutes of Missouri. Furthermore, Lessee shall also conform to all requirements of the Americans with Disabilities Act.

14. VIOLATION: In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to Lessor. No failure on the part of Lessor to enforce any covenant or restriction herein shall discharge or invalidate such covenant or restriction hereof,

or a continuing or repeated violation.

15. ABANDONMENT OR FAILURE: If Lessee abandons the premises or substantially fails to perform under the terms and conditions of this lease, Lessor may terminate this lease and Lessee's rights to possession hereunder upon initial written notice to Lessee. Should Lessee fail to rectify the situation to the satisfaction of Lessor, within the reasonable period of time specified, termination shall become effective upon mailing of final written notification by Lessor, whereupon Lessee shall surrender possession of and vacate the premises immediately and deliver possession thereof to Lessor.

16. LIABILITY: Lessee assumes the risk of, and shall protect, indemnify and hold harmless Lessor from and against all liability and claims for or on account of any injury to or death of any and all persons or damage to property arising from Lessee's occupancy of said premises. Lessee shall be responsible for maintaining said premises in a safe condition and in good repair, and shall protect, indemnify and hold harmless Lessor, its agents and employees from all claims, demands, suits or actions growing out of any loss, injury or demands, including investigation costs, court costs, and attorneys' fees resulting or in any manner arising from Lessee's use, possession, and maintenance of said premises. Lessee further agrees to immediately investigate any such claims, demands or suits and shall defend, settle and/or otherwise dispose of the same at its sole cost and expense. In the event Lessee settles any such claims, demands or suits, it shall obtain a release which includes Lessor.

17. RIGHT OF ENTRY: Lessor, through its duly authorized

representative(s) shall, at all reasonable times, have right of entry and free access to said leased premises, and every part hereof, for the purpose of inspecting the same to determine its condition, and to determine whether or not Lessee is using and occupying the same for the purpose, and in the manner herein allowed; or to make any improvement or repair of said leased premises; or for any other reason whatsoever.

18. WAIVER: No waiver by either party at any time of any of the terms, conditions or covenants of this agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. Lessor may waive any default of Lessee at any time without affecting or impairing any right arising from any subsequent default.

19. TERMINATION: (a) Upon the expiration or any termination of this lease, including termination by reason of default, Lessee shall abide by the terms and conditions set forth in this agreement regarding removal of personal property from the leased premises, and shall furthermore surrender possession and vacate the premises immediately upon such expiration or termination.

(b) It is understood by the parties that due to the nature of Lessor's ownership of the subject premises, Lessor may terminate this lease upon thirty (30) days written notice if the premises is required for railroad purposes pursuant to the National Trails System Act, 16 U.S.C. §1241, et seq., as amended.

20. ASSIGNMENT: Lessee shall not sublet, assign or otherwise

transfer any rights, interest or responsibilities under this lease. This lease is personal to the Lessee and shall not inure to the benefit of any receiver, trustee or other officer or of any assignee for the benefit of creditors, as an asset of Lessee, but shall cease and terminate upon the appointment of any such receiver, trustee, or other officer.

21. MISCELLANEOUS: (a) This lease, and all of the provisions contained herein, shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, and Lessee agrees to supply notice in writing to Lessor of any name or address changes.

(b) Any notice herein required to be given by Lessor to Lessee, or Lessee to Lessor shall be deemed properly given when served upon or hand delivered to, or upon receipt if mailed, postage paid, certified mail, return receipt requested, addressed as follows:

If to Lessee:	If to Lessor:
Boonville Area Chamber of Commerce 318 Main Street Boonville, MO 65233	Katy Trail State Park Division of State Parks Department of Natural Resources P.O. Box 166 Boonville, MO 65233

Notices of either party to the other shall be deemed delivered on the date actually received.

(c) No oral promises, oral agreements or oral warranties shall be deemed a part of this lease, nor shall any alteration, amendment, supplement, or waiver of any of the provisions of this lease be binding upon either party hereto unless the same be supplemented, altered,

changed or amended by an instrument in writing, signed by both parties.

(d) This lease is made subject to rights to use Lessor's property granted in other agreements antedating this lease.

(e) This lease does not become binding upon Lessor until executed by Lessor's Director.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSOR:	LESSEE:
STATE OF MISSOURI DEPARTMENT OF NATURAL RESOURCES	BOONVILLE AREA CHAMBER OF COMMERCE
David A. Shorr, Director	Executive Director
DATE: NOV 25 1997	DATE: Nov 10, 1997

APPROVED AS TO FORM:

Shelley A. Woods
Assistant Attorney General

B09600

DEPOT LEASE SUPPLEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT, is entered into this 20th day of October, 2006, by and between the Missouri Department of Natural Resources, hereinafter "Lessor" and Boonville Area Chamber of Commerce of Boonville, Cooper County, Missouri, hereinafter "Lessee".

WITNESSTH:

WHEREAS, on November 25, 1997, Lessor and Lessee entered into the Boonville Depot Lease Agreement, which became effective December 28, 1998, for Lessee to use SIX HUNDRED TWENTY (620) gross square feet of interior office space within the restored and remodeled Boonville depot structure; on property owned by the Lessor in Cooper County, Missouri, described in the Boonville Depot Lease attached hereto and incorporated herein reference; and

WHEREAS, the current term of the Boonville Depot Lease will expire on December 28, 2006, and;

WHEREAS, Lessee desires to exercise the first of three options to renew for an additional five (5) year term, as provided in the Boonville Depot Lease, page 3, Section 2.

IT IS THEREFORE, mutually agreed by the parties hereto as follows:

1. Lessee hereby exercises its option to renew the November 25, 1997 Boonville Depot Lease for a subsequent five (5) year term, thereby extending the lease to December 28, 2011.

2. All other terms and conditions of the November 25, 1997 Boonville Depot Lease, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Boonville Depot Lease Supplemental Agreement the day and year first above written.

LESSOR	LESSEE
STATE OF MISSOURI DEPARTMENT OF NATURAL RESOURCES	BOONVILLE AREA CHAMBER OF COMMERCE
Doyle Childers Doyle Childers, Director	Keri Evans, Exec. Dir. Boonville Area Chamber of Commerce

TOTAL P.03

Exhibit 2

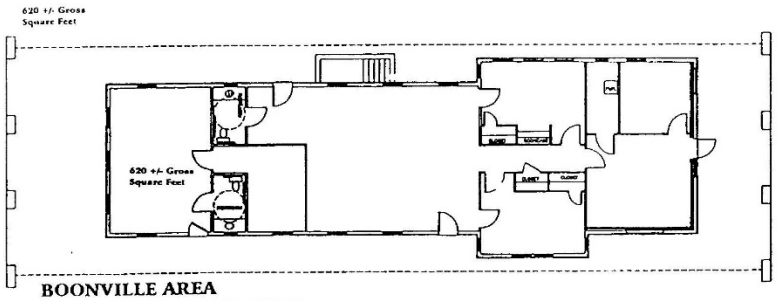
EXHIBIT "A"

Lease between
Missouri Department of Natural Resources
and
Boonville Area Chamber of Commerce

620 Gross Square Feet of Interior Space located within the Boonville Depot Structure at 320 First Street, Boonville, Cooper County, Missouri

BOONVILLE DEPOT

BOONVILLE AREA
CHAMBER OF COMMERCE
LEASE AREA



BOONVILLE AREA
CHAMBER OF COMMERCE
LEASE AREA

FLOOR PLAN

14

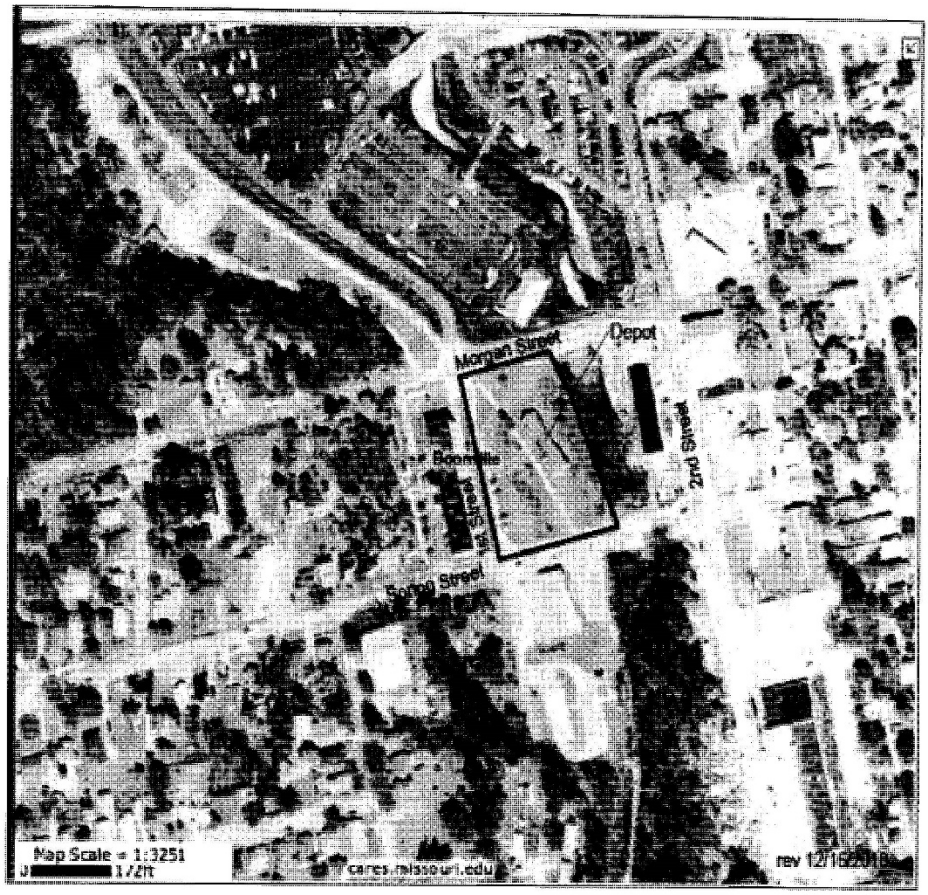

Depot
Market Street
2nd Street
Scenic
Map Scale = 1:3251
1 inch = 271 ft
cares.missouri.edu

Exhibit 3

Exhibit B

Re: For Review: Boonville Depot Rental Request - Boonville Daily News

---

From Webb, Dustin <dustin.webb@dnr.mo.gov>
Date Fri 5/2/2025 4:21 PM
To Brigman, Daniel <Daniel.Brigman@dnr.mo.gov>
Cc Price, Zane <Zane.Price@dnr.mo.gov>; Brandt, Cassie <Cassie.Brandt@dnr.mo.gov>; Orazio, Anthony <Anthony.Orazio@dnr.mo.gov>

Greetings All,

I have no issues with the local newspaper working out of the Boonville depot. Eyes and ears in the building on a consistent schedule is good for old buildings.

I have a meeting with Justin on Tuesday and I will run this proposal by him and make sure there are no issues.

Thanks Daniel,

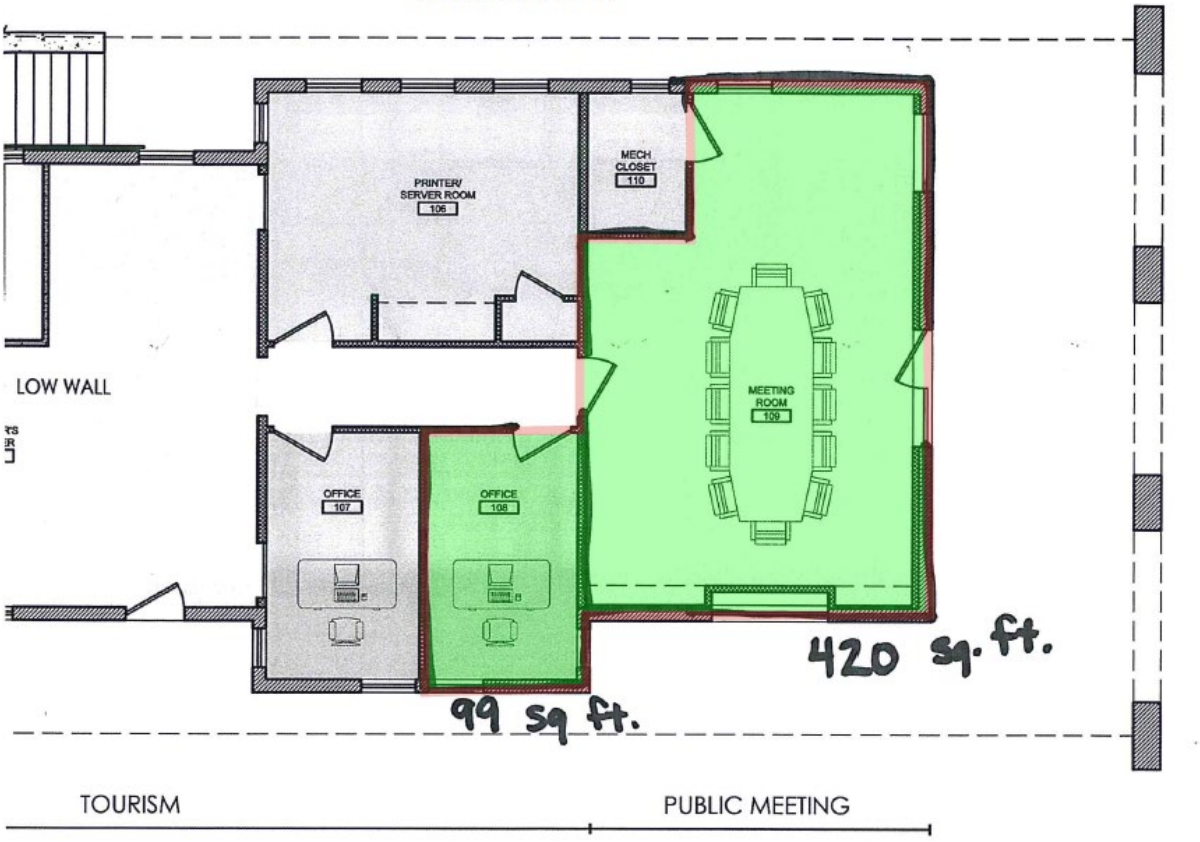
-Dustin Webb

Dustin Webb

Regional Director
Division of State Parks, Northern Region
Missouri Department of Natural Resources
660-258-4954

Exhibit C

Sublease in Green



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 June 11, 2025

On the 11th of June 2025 at 12:00 P.M. the Housing Authority Commissioners met at 506 Powell Court, Boonville, MO 65233.

Present: Chairperson, Marilyn Adkins; Vice Chair, Betty St. John; Commissioner, Chrissy Stemmons; Commissioner, Peggy Carney; City Council Rep., Susan Meadows; Absent: Wayne Jones; Guest: Tim Allen

1. Roll Call: Chairperson, Marilyn Adkins asked if there is any pertinent information to discuss before the agenda is placed on the table. Mr. Rorah had everyone sign a Waiver and Consent that no Board Meeting took place in the month of May 2025 due to lack of a quorum. There being a quorum present, Chairperson, Marilyn Adkins called the meeting to order, and the following matters were placed on the table for discussion.
2. Meeting Minutes: Consideration was given, and discussion was held on the draft minutes of April 9, 2025. Betty St. John made a motion to approve April 9, 2025, minutes. Peggy Carney second, the Minutes were approved.
3. **Bills and Communications:** Discussion was held, and consideration was given to the following. The UMB Bank Balance for June 11, 2025, was $104,692.18. Reports on bills paid in April and May 2025 were discussed and reviewed. The Bank Reconciliation Statement from March and April 2025, along with the corresponding Operating Budget Trial Balance, and Board Summary Reports were discussed and reviewed.
4. Report of the Secretary: The PIC Report for April and May 2025 were both at 100% respectively. Project Performance Reports for the month ending April 30, 2025, were reviewed, occupancy was 100%. And on May 31, 2025, occupancy was at 98%.
5. Unfinished Business: a. Tenant Rental Payments using credit card machine were discussed. Rorah said HUD preferers Check or Money Orders. He then recommended going back to accepting cash payments. Peggy Carney suggested August 1, 2025, to begin accepting cash payment. Marilyn Adkins made a motion to start accepting cash payments along with Checks or Money Orders on August 1, 2025, now that the pandemic is over. Peggy Carney second. The motion passed.
b. SRFRB – Finance Update – Tim Allen, Johnson Controls. Mr. Allen reported that lenders are reluctant to make loans to Housing Authorities as a result of DOGE and the current administration's freeze on Grants. As a result, the 2% interest rate is now 5.5% and the loan term went from 15 to 20 years. All Commissioner discussed and agreed more input is required from HUD and our accountant before the Housing Authority takes on a significant increase in debt at this time.
6. New Business: **a.** The Operating Budget for Fiscal Year End 06-30-2026 was distributed to all Commissioners present for discussion and review. Marilyn Adkins made a motion to approve the FYE 06-30-2026 Operating Budget. Peggy Carney seconded, the motion passed. **b.** HUD Notice 2 CFR 200.305(b) requires a separate interest-bearing checking account for Operating Funds, and it must not be co-mingled with tenant rental payments and capital fund grant monies. Betty St. John made motion to open a new interest-bearing checking account at Southern Bank for Operating Funds. Peggy Carney second, the motion passed. Peggy Carney made a motion to move the CD from Alliant Bank to Southern Bank for a better interest rate. Betty St. John second, the motion passed. **c.** Consideration was given by all Commissioners present on the housing shortage for Single Persons or Smaller Families in Boonville. Marilyn Adkins made a motion to approve Resolution 611 stating the need for one and two-bedroom housing and present it to the City Council. Chrissy Stemmons second, Resolution No. 611 passed.
7. Miscellaneous: None
8. Adjournment Marilyn Adkins made motion to adjourn. Meeting adjourned.

CHAIRPERSON: _____ Date _____

SECRETARY: _____ Date_____

RESOLUTION NO. 611

RESOLUTION TO BOONVILLE CITY COUNCIL
Not enough housing for single persons or smaller families
(one bedroom and two bedroom)

WHEREAS, like the majority of suburban and rural communities in Missouri, Boonville has a large housing stock of single-family homes, most of which have 3+ bedrooms.

WHEREAS, the current wait list for Boonville Housing authority has 28 families or 64% of applicants on the Wait List for one-bedroom units, 13 Families or 30% of families on the wait list for two bedroom units and 3 families or 7% on the waitlist for 3 bedroom units.

WHEREAS, Employed persons working in Boonville who are over the income limit for Public Housing are continuing to request to be placed on the housing wait list because there are not enough one bedroom units in our community.

WHEREAS, Based on information provided from area Public Housing Authorities (PHA's) the largest share of individuals on current waiting lists are single-person Households.

NOW THEREFORE BE IT RESOLVED, the Board of Commissioners for The Housing Authority of the City of Boonville, MO is encouraging the development of smaller homes on smaller lots and small scale multifamily housing near retail and residential areas to help address this issue.

Passed this 11th day of June 2025.

Marilyn Adkins

Marilyn Adkins, Board Chairman

ATTEST:

Robert J. Rorah

Robert J. Rorah, Board Secretary
Executive Director Boonville Housing Authority

401 Main Street | Boonville, MO 65233

660-882-2332 | Fax: 660-882-6608

City Of BOONVILLE est. 1839
CITY HALL

July 2, 2025

To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: July 7, 2025, City Council Notes and Comments

I hope everyone has a safe and wonderful 4th of July holiday! Next year, we will all have the chance to celebrate the 250th birthday of America! I am sure we will be doing lots of planning to get ready for this event.

Unfinished Business

- Annexation of Ball Parks Central: Please note that we have amended the ordinance to have a 4th reading and vote at the July 21st meeting. This is primarily for us to have better clarity and direction on the water district buy out. When the City annexes property and brings it onto City services, we must, by law, negotiate with the water district to compensate them for potential lost revenues. It has taken us some time to determine the quantity of water this project could use, but I think we now have good estimates to continue the discussion with the water district.
- 913 Santa Fe Trail Minor subdivision: This minor subdivision meets all City requirements and should be approved by Council
- Rezoning of 911 Kemper Drive: There is a public hearing on this matter at the start of the meeting. This is essentially a reversion to the original zoning and staff and the planning and zoning commission support this rezoning.
- Procedure for redevelopment plan and tax abatement: This ordinance will establish the procedures by which the City will continue tax abatement for 353 projects, this is necessary for us to move forward with 353 project at 2nd and Vine, as well as any projects the City would consider in the future.

New Business

- Homecoming Parade: This is an annual street closure request. The high school will put out the door hangers for the July 21st meeting and City Council can take action at that time.
- CDBG Resolution: This resolution is required to apply for CDBG funds. There is a public hearing at the start of the meeting to further discuss this project, and we will conduct an updated needs assessment for the community. This resolution authorizes the application submission; if we are successful there will be another resolution to accept the award.
- Approving Purchase of Fire Truck: Following up from Tim's presentation and Council's discussions at the last meeting this is the resolution authorizing the purchase. I have looked at the City's financial statements and am comfortable with the purchase. I anticipate utilizing reserve funds from the general fund- $300,000, CIP - $100,000 and gaming - $25,000. There are some unallocated funds in the current CIP budget that can be used for additional equipment needed to outfit the truck, estimated at $25,000. I think this purchase is reasonable and will address the need for an updated pumper truck.
- Approving a sublease with Cherry Road Media at Katy Depot: The City was approached by The Boonville Daily News to determine if it would be possible for their local office to be located at the Katy Depot. After discussions with State Parks and the Chamber, we believe locating the BDN office in the Katy Depot is reasonable and appropriate.

Miscellaneous Items

- FY 24-25 Audit has been completed, the audit letter from GKC is in the packet. There were no issues identified in the audit. If you would like a copy of the entire audit, let us know and we will get you one.
- Capital Project Update: I have included in the packet an Q1 update on the capital projects, you will see that we have made significant progress on lots of items. Staff will be available to answer any question you may have about the work or list.
- Many thanks to the parks, police, public works and fire department that made Heritage Days a safe and smooth event. It is always a flurry of activity to get the town ready, and our crews are the best!
- As we are moving through summer, I also want to give some recognition to the Parks Department- they are busy in the summer. For those who may not know, we are hosting baseball and softball league play and tournaments, the swimming pool hosts several swim meets and there are camps and tournaments on the soccer fields. I think we would all be surprised by the number of people that come into Boonville for these events, and the entire parks staff does a great job of keeping our amenities in tip top shape. Several of these are upcoming in July and Jim will be providing some data at an upcoming meeting from these events and their attendance.

Major Capital Projects/ Grant projects FY 25-26

Sewer and Water Projects				Notes/Update	Q1 Update
Lead Service Line Inventory- Total Project 200,005 Total Cost, ARPA reimbursement portion $165,984.15		06-07-4080	$32, 885 (ARPA Reimbursement being paid through 07)	1/31- Paid Pay App 1 and 2- $6706.05 Remaining - $193,298.95 (City portion- **$32,880.15**)	Outstanding - $112,939 Grant: $93,728. City: $19, 211
		06-07-3060	$20,000	Prof. Serv/ Construction Management	
TOTAL			**$52, 885.00**		
Water/Street/Sewer Projects**	Water Imp.- Contract		Water Roll over- $300,000	TBD	Contract executed $1,710,530.69
	Water Imp.- Contract		Water Reserves: $150,000		Work to gin in August, 1 year contract
	Water Imp.- Contract	06-607-4080	$375,000		
	Sewer cap. Improvements- Contract		Sewer Roll over- $300,000		
	Sewer cap. Improvements- Contract	08-808-4100	$525,000		
	Water – Prof. Services	06-06-3060	$70,000		
	Sewer- Prof. Services	08-08-3060	$70,000		
TOTAL			**$1,810,000**		

Main Street Roundabout					
Preliminary Engineering			*$121,622*	*FY 24-45*	**Q1 Update**
Cost Share portion	$200,000 $343,280 $400,000 $106,535	05 Reserves 05-501-3100 17-171-4361 01 Reserves	$1,049,815	Nov 25 due date	CDBG Application in progress- $500,000 request
ROW Acquisition		17-171-4361	$10,000		
TOTAL			**$1,181,437**		

17- Gaming TAP Project – Sidewalks at Ashley Road				Notes/Updates	Q1 Update
	17-171-4361	MP&I	$75,000 (Roll Over from FY 24-25)	Project Started, approved preliminary plans on 2/5	

17- Gaming Airport Grant Match Project				Notes/Updates	Q1 Update
	17-1714361	MP&I	$137,345 (Roll Over from FY 24-25)	Project to start Spring 2025	Paid $534,507.25 (about 35% done)

Kemper Projects					Q1 Update
Johnson Field House	21-211-4130	JFH Improvements	$1,013,400	Project started in FY 24-25 Total Project $1,100,000	Paid $508,622 about 50%

				Pay App 1- $88, 614.71	
A and D Barracks Abatement	21-211-4150	Other Kemper Projects	$1,000,000	Contract signed, notice to Proceed: Total Cost 1.2M- $200K in grant funding	Paid: $593, 536
Academic Hall Project	21-211-4140	Academic Hall- Professional Services and minimal construction	$500,000	CDBG Grant Funding received 500K, minimal construction in FY 25-26	
Gym heat at Johnson Field House			$150,000	Getting quotes now	
TOTAL			**$2,663,400**		

Other Capital Projects FY 25-26

06- Water				Notes/Updates	Q1 Update
	06-03-3120	$124,826	USG Water Towers Maintenance		Done
	06-03-3120	$26,125	Hach Maintenance Agreement		Done
	06-07-4020	$5,000	GIS Development-Split		
	06-01-3060	$25,000	GeoSyntec WTP Permitting		In Progress
	06-07-4030	$60,000	Meters-Split		90% Done
		$5000	MidCo Diving		Scheduled
	06-02-2500	$50,000	Exercise Valve Replacement		
	06-07-4172	184,000	USG Filter Changing	Total Project – $184K, 25% FY 25-26/$552,00 75% FY 26-27	
TOTAL		**$479,951**			

08- Wastewater				Notes/Updates	Q1 Update
	08-05-3120	$6000	Hach Maintenance Agreement		Waiting on Invoice
	08-08-4020	$5,000	GIS Development-Split		
	08-08-3060	$25,000	GeoSyntec WTP Permitting		In works
	08-08-4030	$60,000	Meters-Split		90% Done
	08-08-4080	$60,000	Lift Station Pumps		Partial Done
	08-08-4174	150,000	I&I Project		
TOTAL		**$306,000**			

Other Capital Projects FY 25-26

05- Police ($65, 826)				Notes/Updates	Q1 Update
	05-501-6030	$6500	22 Glocks- Replacement		22 Glocks Replaced
	05-501-6050	$12,000	Computer Equipment	Server Storage – possibly need more storage	2 Desktop Computers Purchased
	05-501-6010	40,000	LPR Cameras	4 Cameras	LPR's On Order
	05-501-6070	20,000	Firing Range Repairs	Roof On Building Berm Extension	Tin Roof Placed On Building. Dozing Work To Be Done To Heighten Berm
TOTAL		**$58,500**			

05- Fire ($65, 826)				Notes/Updates	Q1 Update
	05-501-7010	$40,826	New Fire Engine (save)	Fire Engine will be about $600,00- saving for purchase	Helmets $6825 Training program $3310
	01 Reserves 05 Reserves		2014 Pumper Truck	Up for consideration on 7/7/25 council meeting	$425,000
		$25,000	Training -EMT		
TOTAL		**65,826**			

05- Animal Control ($18,648)				Notes/Updates	Q1 Update
	05-501-8020	$5000	Vehicle Equipment – for new car	AC will get a rolled off PD vehicle. May need cages or other equipment	Receiving Retired Police Car When New
	05-01-8010	$13,648	Other- expansion of K9 grass	Foundation can also provide funds	Grass being Installed on August 4th
TOTAL		**$18, 648**			

05- Streets ($516,280)				Notes/Updates	Q1 Update
	05-501-3100	$110,000	Crack sealer purchase and material (in house work)		Purchased
	05-501-3100	$60,000	Misc. Concrete repair (inhouse)		Partially completed
	05-501-3102	$15,000	Sidewalk		In Progress
	05-501-3100	$343,280	Main Street Roundabout (additional $300,000 in use tax dedicated to project)		
	O5 Reserves	$200,000	Main Street Roundabout		
TOTAL		**$231, 280**			

05- Parks ($240,310)	Notes/Updates	Q1 Update

	05-501-5010	Other	$58,310	Unencumbered	
	05-501-5025	Equipment	$40,000	Lawnmower	Purchased
	05-501-5030	Harley Park Imp.	$10,000	Unencumbered	
	05-501-5045	Rolling Hills	10,000	Unencumbered	
	05-501-5050	Lions Park	$40,000	ADA Accessible play equipment	In Progress
	05-501-5055	Hail Ridge	$15,000	Bathrooms on back 9	
	05-501-5060	Aquatic Center Imp	$25,000	Pool Padding	Purchased
	05-501-5080	Tree Program	$20,000	Annual	
	05-501-5090	Turf Program	$12,000	Annual	
	05-501-5500	Aquatic Center Maint.	$20,000		
TOTAL			**$240,310**		

Gaming: 17- 171-4355 Capital Replacement $150 000

Public Works- Streets	Hydraulic Excavator (lease)	$5600	
Public Works- Streets	Elgin Streetsweeper (lease)	$51,098	Done
Public Works- Streets	Push Plow Attachment	$5000	Done
Public Works – Streets	2 Buckets	$2500	Done
IT City Wide	Camera Upgrades	$15,000	
IT City Wide	City Hall Cameras	$18,900	
Public Works	ADA Door Openers	$6350	Done
Unencumbered		$45,520	
TOTAL		**$150,000**	

Gaming: 17-171-4361 MP&I $700,000

PW Streets	TAP Sidewalk Match **(Roll Over)**	$75.000	
Airport	Airport Taxi lane – Grant Match **(Roll over)**	$137,345	
PW Streets	Roundabout	$400,000	
IT Upgrade/Replacement	Servers, Storage, Computer	$79,800	
MP&I Misc	Unencumbered	$222,200	
TOTAL		**$702,000 (does not reflect roll over numbers)**	

20: Parks and Stormwater

Stormwater Project	Ashley/4th	$150,000	**Q1 Update**
TOTAL		**$150,000**	**1 of 2 projects completed**

Equipment Leases- Street/Water/Sewer

Hydraulic Excavator	06-07-4160	$10,000	

	17-01-4355 08-08-4160	$5600 $10,000	
John Deere Backhoe	06-07-4160 08-07-4160	$6550 $6550	
Cat Track Loader	08-08-4160 06-07-4160	$5500 $5500	
Elgin Street Sweeper	17-171-4355	$51,098	

GKC
GERDING, KORTE & CHITWOOD CPAS
Professional Corporation
Certified Public Accountants

723 Main St.
Boonville, MO 65233
(660) 882-7000
Fax: (660) 882-7765

www.gkccpas.com

TO: Mayor Beach, Members of the City Council, Administrator Fjell, and Other City Officials

FROM: Jeff Chitwood, CPA

RE: Fiscal Year 2025 Audit

DATE: June 30, 2025

Thank you for the opportunity to present a summary of the fiscal year 2025, City of Boonville, Missouri audit. I would like to thank Kate, Teresa, Amber, Kim and all other city employees that helped with the audit this year.

Our opinion was unmodified (the best you can have) this year and is found on pages 1-3 of the audit report.

Following is a summary of the audit report:

Pages 4-12 – Management's Discussion and Analysis – completed by management of the city and a summary of the more detailed information in the remainder of the report

Pages 13 – 28 – Financial Statements of the City – government-wide statements, followed by fund financial statements

- The city's overall net position (net income) increased by $3.8 million (page 15) compared to a $4.5 million increase in the prior year.
- The ending general fund balance was $7.9 million which is $230,534 higher than the prior year (page 18)
- The enterprise funds (water, sewer, sanitation) showed net income of $83,717, $570,667 and $95,578, respectively (page 26)

Pages 29 – 64 – Footnotes to the Financials – a more detailed look at various balances of the city's financials

Pages 65 – 68 – Required Supplementary Information – a detailed look at the City's pension plan (LAGERS)

Pages 69 - 81 – Other Supplementary Information – budgetary schedules, statistical data

Pages 83 -84 – Compliance and Internal Control Report – no material weaknesses, significant deficiencies or non-compliance issues noted

Overall, the city audit went very well and we appreciate the opportunity to perform the audit. As I'm sure you are aware, the city went through a software conversion this fiscal year, which is always difficult. As far as the audit was concerned, the city handled this conversion very well and was able to provide all information we needed to issue our audit report. If anyone has questions, please don't hesitate to contact our office and speak to myself or any of our partners. Thank you.

PARTNERS
Joseph E. Chitwood
Travis W. Hundley
Jeffrey A. Chitwood
Amy L. Watson
Benjamin E. Carrier
Kaitlin M. Carrier

PARTNERS EMERITI
Robert A. Gerding
Fred W. Korte, Jr.

MEMBERS OF AMERICAN INSTITUTE
OF CERTIFIED PUBLIC ACCOUNTANTS

Economic Developer's Report

June 25, 2025

Narrative:

This month I have primarily been focused on advancing the locally sourced projects that have momentum. These include Grass 2, Zach, Ballparks Central and the 2nd and Vine Street apartment project. I've begun the process of collecting Howard County information for incorporation into our website, etc. and will ask for permission to update the site. Lastly, the site visit for the hotel feasibility study has occurred and a report is forthcoming.

1. **Active Projects:**

Boonslick Community Development Corporation

Active Project List

NEW | ADVANCING | ON HOLD | Questionable | Out

Updated: 6/18/2025

	Orig Date	Project Name	Type	Source	Score	Trend	Short Description	Loc
18	6/2/2025	Alan	Plt. Expansion	Local	8	↔	Training facility	C
17	5/27/2025	Locksmith 2	Food Mfg.	MoPar	6	↔	Food Manufacturing	B
16	5/1/2025	Extend	Energy	Local	8	↔	Energy	C
15	4/25/2025	Grass 2	Unknown	Local	8	↔	Redevelopment	C/B
14	3/27/2025	Butterfly	Agricultural	MoPar	5	↔	Indoor Farming	C
13	3/26/2025	Kraken	Med Eq. Mfg.	MoPar	5	↔	Medical Equipment Manufacturing	B
12	3/24/2025	Dollar	Financial Svcs	Local	6	↑	Financial Services Organization	B
11	3/19/2025	Ace	Manufacturing	Local	5	↔	Assumbly of high technology parts	C
10	3/19/2025	Bank	Medical	Local	7	↔	Medical facility	C
9	3/19/2025	Zach	Manufacturing	Local	9	↑	Assumbly of high technology parts	C/B
7	2/27/2025	Bell	Industrial	Local	3	↔	Plastic extrusion	B
3	1/30/2025	Markus	Bioscience	Local	4	↓	Biomedical manufacturing	B
2	1/30/2025	Pasta	Bioscience	Local	2	↔	Biomedical manufacturing	B
1	1/17/2025	Magnito	Industrial	MoPar	3	↔	High value metal recovery	C

2. **Attraction Activities:**
   a. NEW – Project Locksmith 2 (MoPAR) Food Manufacturing Pg. 4
   b. Project Grass 2 – met with developer on 6/19, gave lead on Project Bank, which could be synergistic to available site
   c. Sent 6 "cold call" letters to target prospects Pg. 6
   d. Began a dialogue to improve the marketability of the spec building
   e. Retail leakage report Pg. 30

3. Retention Activities:
   a. No Activities

4. **Expansion Activities:**
   a. **Project Zach**
      i. Facilitated meeting with Missouri State DED on 6/10, Application for Missouri Works program
      ii. Industry background information Pg. 31

iii. Potential economic impact for project
iv. Stakeholder discussions 6/16

b. Hotel Study

i. Consultant site visit on 6/12
ii. Received an inquiry from potential developer, saying they have interest from several brands

c. Project Grass 2

i. Met with the developer to discuss potential tenants on project

5. Entrepreneurial Support:
   a. Facilitated meetings on Ballpark Central project
      i. Forgivable ED loan is being wordsmithed by the parties
      ii. Irrigation requirements Pg. 45
   b. Counseled local startup on business registrations (1 hr)
   c. Counseled local entrepreneur affected by government grant suspension (USAID) (2 Hrs)
   d. Counseled local entrepreneur in financial services (1 hr)
   e. Creation of Entrepreneur flyer Pg. 48

6. Workforce Development:
   a. No Activity

7. Housing Development:
   a. Second and Vine Project – Chapter 353
      i. Council work session 6/2
      ii. Adoption of ordinance to formalize process 1st reading 6/16
      iii. Blight study site visit with consultant 6/20
   b. **Definition of "Affordable Housing"** Pg. 49

8. Community Activities
   a. Authored letter of support for MU grant submission to support manufacturing Pg. 51
   b. Met with Port Authority to advance intermodal grant proposal (5/29, 6/17)
      i. Feasibility study proposal pg. 53
   c. Taught "Economic Development as a Force Multiplier" to a group of 30 veteran entrepreneurs 6/2
   d. Presented to Kiwanis Club on 6/4
   e. Presented to Fayette High School Teachers 6/11
   f. Presented to Cooper County Commission community solar meeting 6/12
   g. Met with FDIC to discuss community lending needs on 6/13
   h. Presented to Cooper County Republicans 6/21
   i. Attended reception for Holly Wipfler of Ameren 6/24
   j. Attended MMRPC meeting for intermodal transportation 6/25
   k. Attended 2 sessions on US DOT grants for ports
   l. Attended 4 refresher trainings on ProfitCents
   m. Attended trainings on Placer.AI

9. BCDC Topics
   a. **I am requesting approval to move forward on website updates (~$8- $10K)** Pg. 55
      i. 5/14 - Stacy is preparing an estimate of updates, with work by both parties (Pg.102)
         1. Integration of HoCo resources, etc.

2. Integration of Website with social media
3. More data available
4. Requirement for meeting new ADA standards (publicly funded)
5. Maecreate billing of domain, management of MS-365
6. Discussion of community calendar
7. Creation of entrepreneurial checklist

b. Met with Deanna Cooper to start generating HoCo Information collection 6/13
c. **Discussion on Fayette Dairy Queen / prospects for replacement** Pg. 60
d. **Discussion on development site next to QT** Pg. 69
e. **Discussion on strategy for Buckee's/Wally's** Pg. 70
f. BEAD Restructuring Pg. 75
g. **Marshall-Saline Co Dev. Villas** Pg. 76
h. **Discussion on Americana development lot** Pg. 77
i. **Shape file for Placer downtown events** Pg. 78
j. Ameren energy strategy for business attraction Pg. 79

10. Other Matters
    a. Missouri cost of living data Pg. 80
    b. Missouri economic insights from MERIC Pg. 81
    c. VISA US Economic outlook Pg. 94
    d. Economic Development Best Practices article from MML Pg. 98