



March 6, 2023

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

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

I. Call to order – Pledge and Prayer

A. Steve Young

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. Approval of February 21st meeting minutes

B. Approval of February 6th closed session minutes

V. Consent Items

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A. Consider Resolution R2023-01 Approving an agreement with Alliance Water Resources for management and operations at the Wastewater Treatment Plant

B. Second Reading of Bill No. 2023-005 Approving the FY2023-2024 Budget

C. Second Reading of Bill No. 2023-006 Approving a Final Site Plan for 512 Investments, Lot 2 A

D. Second Reading of Bill No. 2023-007 Approving a Final Plat for Fox Hollow, Phase 1

E. Second Reading of Bill No. 2023-008 Approving a Re-Zoning Application for Hail Ridge Golf Course

VIII. New Business

A. First reading of Bill No. 2023-009 Ordinance amending rates to be paid Water and Wastewater services

B. First Reading of Bill No. 2023-010 Approving a land lease with Missouri Department of Natural Resources for Katy Caboose

- C. First Reading of Bill No. 2023-011 Amending Chapter X, Article XIII Medical Marijuana Facilities
- D. First Reading of Bill No. 2023-012 Amending allowable uses in C1 and C2 zones in the City of Boonville
- E. Consider Resolution R2023-02 Authorizing an Agreement with Frech Paving Company for Street Improvements 2023

IX. Reports of Standing Committees

- A. Board of Public Works

X. Reports of City Officials

- A. Mayor
- B. City Administrator
- C. City Clerk

XI. Miscellaneous

XII. Adjourn

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



BOONVILLE

City of Boonville

February 21, 2023

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Call to order – Pledge and Prayer

The Boonville City Council met in Regular Session on February 21, 2023, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present; Ned Beach, Mayor; Kate Fjell, City Administrator; Amber Davis, City Clerk; Randy Ayers, Sergeant at Arms and Interim City Counselor, Doug Abele was absent. The meeting was called to order. Michael Stock led the prayer, after the pledge of allegiance.

A. Michael Stock

II. Roll Call

The following Council representatives were present: Michael Stock, Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, And Albert Turner. Council Representative Whitney Venable was absent.

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

The minutes stand as submitted

A. Approval of the February 6th Council Minutes

B. Approval of Closed Session Minutes 2.6.2023

V. Consent Items

None

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis read the ordinance appropriating money, in its entirety, and a second time, by title only since a copy of the ordinance had been made available prior to the meeting. Ms. Meadows moved, and Mr. Stock seconded the motion to approve the ordinance appropriating money.

Roll Call was taken. Ayes: Michael Stock, Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, And Albert Turner. Total (7) Opposed: None (0) Absent: Whitney Venable (1).

VII. Unfinished Business

A. Second Reading of Bill No. 2023-04 Amending Sanitation Rates

Second Reading of Bill No. 2023-04 Amending Sanitation Rates

Ms. Meadows moved, and Mr. Cowherd seconded the motion to approve the bill.

Mr. Turner asked what the city did to evaluate these sanitation rates. Ms. Fjell stated city staff evaluates by looking at the budget, staff, expectations of waste management, and costs. Mr. Turner asked if the evaluation included looking at other alternatives. Ms. Fjell stated yes. Mr. Turner stated he wanted the city to consider other options and not just go to an increase in fees.

Mr. Cowherd asked if there was a flat rate increase. Ms. Fjell stated yes, everyone would be charged the same increase.

Roll Call was taken. Ayes: Michael Stock, Steve Young, Susan Meadows, Andrew Cowherd, and Sy Harvell. Total (5) Opposed: Barry Elbert and Albert Turner (2) Absent: Whitney Venable (1).

VIII. New Business

A. First Reading of Bill No. 2023-005- Approving the 2023-2024 Budget

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

B. First Reading of Bill No. 2023-006 Approving a Final Site Plan for 512 Investments, Lot 2 A

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

C. First Reading of Bill No. 007 Approving a Final Plat for Fox Hollow, Phase 1

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

D. First Reading of Bill No. 2023-008 Approving a Re-Zoning Application for Hail Ridge Golf Course

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

IX. Reports of Standing Committees

A. Boonville Housing Authority

Mr. Harvell reported Boonville Housing Authority has 48- 50 units occupied and 38 people on the waitlist.

B. Planning and Zoning

Ms. Fjell apologized to the council about the Planning and Zoning minutes being left out of the packet.

Mr. Turner reported on Planning and Zoning. The committee went over a site plan for 1290 Locust Street, Lot 2 A. A site plan was approved pending lighting for the parking lot. The Fox Hollow final plat for phase 1 was approved by the committee. They also discussed the rezoning of Hail Ridge Golf Course and Recreational marijuana. Mr. Turner motioned to set public hearings on March 20th at 7:00 pm for the Golf course rezoning and recreational marijuana. Mr. Cowherd seconded the motion.

Roll Call was taken. Ayes: Michael Stock, Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, And Albert Turner. Total (7) Opposed: None (0) Absent: Whitney Venable (1).

X. Reports of City Officials

A. Mayor- Committee Appointment

Committee Appointment- Planning and Zoning- Heather Overstreet.

Mr. Elbert moved and Ms. Meadows seconded the motion to approve the committee appointment.

Roll Call was taken. Ayes: Michael Stock, Steve Young, Susan Meadows, Andrew Cowherd, Sy Harvell, Barry Elbert, And Albert Turner. Total (7) Opposed: None (0) Absent: Whitney Venable (1).and Ms. Meadows seconded the motion to approve the committee appointment.

B. City Administrator

Ms. Fjell stated she would like to extend the conversation about the budget and wastewater treatment plant to the miscellaneous section.

C. City Clerk

None

XI. Miscellaneous

Mayor Beach started the conversation about the wastewater treatment plant by asking if anyone had any questions or comments. Mr. Young stated the professional management of Alliance water would be what is best for the future of the wastewater treatment plant.

Mr. Cowherd stated he agrees with Mr. Young and stated Alliance Water would also take away the liability and responsibility from the city and supports the change over to Alliance Water.

Mr. Harvell expressed concerns that, as presented, Alliance is more costly than keeping the wastewater treatment plant with the city.

Ms. Meadows stated she is in support of transitioning to Alliance Water to manage the wastewater treatment plant.

Mr. Stock agreed with Mr. Harvell's comments about the costs of contracting with Alliance Water, Mr. Harvell asked if potential cost savings achieved by contracting with Alliance Water

could be shown through chemical purchases.

Mr. Turner expressed his concerns that the city has outsourced trash, water, and now potentially wastewater and he thinks the city should provide these services themselves. Mr. Turner also has concerns about the employees affected by this change. Despite his concerns, Mr. Turner stated he would likely vote yes to the contract with Alliance Water.

Mr. Elbert asked if this conversation should have been done in a closed session. Ms. Fjell stated this is an appropriate conversation to have publicly, so that interested citizens can also share comments with council members before the next meeting.

Mayor Beach stated that he was in favor of contracting with Alliance Water and, in his previous professional experience, sometimes utilizing outside contractors can cost more, but they are experts.

Mr. Elbert stated that he thought the city should be cross-training so that the wastewater treatment plant can stay with the city. Mr. Turner agreed, and Mr. Young stated that is difficult since the city has limited staff.

Mr. Stock agreed with the comments presented and stated that finding good employees is challenging and the city should work to keep those good employees.

Mr. Beach stated the contract with Alliance Water would be on the next council agenda.

Mr. Turner stated that there are a few outstanding items he would like to see the council address in the coming years. First, Mr. Turner would like to see a memorial of some type to Martin Luther King. Second, Mr. Turner believes sidewalks along Ashley Road need to be planned. Currently, it is unsafe for pedestrians.

XII. Adjourn

With no further discussion, Mr. Young moved, and Mr. Stock. seconded the motion to Adjourn at 7:38 p.m. and the voice vote was unanimous.



February 6, 2023

5:30 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Closed Session- Pursuant to RSMO. 610.021 (12) Documents Related to Negotiated Contract

The Boonville City Council met in Closed Session on February 6, 2023, at 5:30 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Ned Beach, Mayor; Kate Fjell, City Administrator; Amber Davis, City Clerk, Randy Ayers, Sergeant at Arms; and Doug Abele, Interim City Counselor was absent.

The following Council representatives were present: Barry Elbert, Albert Turner, Steve Young, Andrew Cowherd, and Sy Harvell

Absent: Michael Stock, Whitney Venable, and Susan Meadows

Guests: Jake Doran, Bart Downing, Russell Gerling, and Jeff Ditto.

The council discussed contracting with Alliance Water Resources for the management and operation of the Wastewater Treatment Plant.

II. Adjourn

At 6:10 p.m., Mr. Turner moved, and Mr. Elbert seconded the motion to adjourn the closed session. 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 **March 6, 2023** the sum of **\$293,234.84**

General Fund	\$30,944.94
Sanitation	\$16,567.74
CIP Tax	\$39,397.85
Water Works	\$147,694.73
Capital Projects	\$19,739.36
Waste Water	\$33,991.66
Tourism	\$4,106.93
Gaming	\$362.50
Parks/Water	\$429.13
Kemper Sales Tax	\$0.00
Economic Development Projects	\$0.00

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$293,234.84** 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 **March 6, 2023** read for the second time this **March 6, 2023** since a copy was made available prior to the meeting.

Approved **March 6, 2023**

Mayor

Endorsed **March 6, 2023** : I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

Date: March 6, 2023

To: Mayor and Council

From: Kate Fjell, City Administrator

Re: Consider Resolution R2023-01 Approving an agreement with Alliance Water Resources for management and operations at the Wastewater Treatment Plant

Following the discussion Council had at the last Council meeting, we have included a resolution for Alliance Water Resources to assume management and operations of the Wastewater Treatment Plant for consideration tonight. The agreement is substantially similar to the current agreement with Alliance for the water treatment plant. It is a five-year agreement that is agreed to annually.

Jeff and I met with the WWTP staff following the Council's discussion to discuss the transition and to answer any questions they had. If approved, Alliance Water Resources is prepared to meet with staff on Friday, March 10th to meet with the employees and begin the onboarding process.

RESOLUTION NO. R2023-01

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR THE MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE WASTEWATER TREATMENT PLANT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND ALLIANCE WATER RESOURCES, INC.; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the technological environment surrounding the treatment of wastewater has become increasingly complex; and

WHEREAS, the regulatory environment surrounding the treatment of wastewater has become increasingly restrictive and complex; and

WHEREAS, this environment requires advanced skills, training and expertise for effective management and operation of the wastewater treatment plant; and

WHEREAS, these increasing burdens result in additional costs occurring within a difficult economic status both locally and nationally thereby resulting in a need for informed, systematic and specialized management to garner the most cost-effective approach possible; and

WHEREAS, Alliance Water Resources has successfully been managing the operations and maintenance of the Water Treatment Plant since 2013; and

WHEREAS, the attached Professional Services Agreement, herein attached and incorporated by reference as Exhibit "A", defines the scope of services, compensation and terms and condition under a five-year contract.

THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That the City of Boonville, Missouri hereby agrees and authorizes the Professional Services Agreement attached hereto as "Exhibit A" and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: That the Mayor and the City Clerk be and hereby authorized to execute this Agreement on behalf of the City of Boonville.

SECTION 3: This Ordinance shall take effect and be in full force from and after the defined commencement date as established by the Agreement.

Passed this 6th day of March 2023, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

**PROFESSIONAL WASTEWATER OPERATING SERVICES
AND MANAGEMENT AGREEMENT**

THIS AGREEMENT made and entered into as of this ____ day of _____ 2023 by and between The City of Boonville, Missouri (hereinafter referred to as "Utility") and ALLIANCE WATER RESOURCES, INC., a Missouri corporation (hereinafter referred to as "Alliance").

WITNESSETH:

WHEREAS, Alliance is engaged in the business of providing management, operation and maintenance services for wastewater treatment systems; and

WHEREAS, Utility owns a public utility system and is engaged in providing sewer service in Boonville, Missouri; and

WHEREAS, Utility is desirous of retaining Alliance to perform management, operation and maintenance services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which hereby is acknowledged, Utility and Alliance hereby agree as follows:

1. INTRODUCTION

- 1.1 The foregoing recitals are adopted as part of this Agreement.
- 1.2 This Agreement shall supersede and nullify, as of the effective date hereof, any and all prior wastewater agreements, amendments to agreements offers, service fees, quotations, and estimates between the parties with respect to the management, operation and maintenance of Utility's System (as that term is defined herein).
- 1.3 This Agreement, including any and all Appendices, Addenda, and Amendments hereto, constitutes the entire Agreement between Utility and Alliance with respect to the management, operation and maintenance of Utility's System.

2. DEFINITIONS

- 2.1 "Benefit Plans" shall mean employee benefit programs such as health insurance, group life insurance, and paid vacation periods normally included as part of Alliance's employees' overall compensation package.
- 2.2 "Duly Authorized Representative" shall mean such person, designated by either party by written notice to the other, as specific representative of the designating party in connection with performance of this Agreement.
- 2.3 "Certified Operators" shall mean water and/or wastewater systems operation personnel who have met the applicable licensing requirements of the State of Missouri.
- 2.4 "Capital Expenditures" shall mean any expenditure for new plant or equipment items, the installation of which materially extends service life, or for replacements, or which are considered capital expenditures in accordance with generally accepted accounting principles, or which are non-routine types of expenditures on an annual basis, or expenditures which the Utility has planned or budgeted as capital expenditures.
- 2.5 "Operating Expenses" shall mean costs of every kind and nature that Alliance shall determine necessary to pay or to become obligated to pay because of, or in connection with, the management, operation and maintenance of the Utility System.
- 2.6 "Maintenance Expenditures" shall mean those Operating Expenditures incurred by Alliance to perform routine or repetitive activities required or recommended by the equipment or plant item manufacturer, or Alliance, to maximize the service life of the equipment or plant item.
- 2.7 "Equipment, Vehicle or Facility Repair Expenditures" shall mean those Operating Expenditures for labor, materials and subcontractors incurred by Alliance to perform those non-routine or non-repetitive activities required for operational continuity, safety and performance and which generally arise upon failure of equipment, a vehicle, or the facility, or some component thereof.

- 2.8 "Base Fee" shall mean direct cost plus administrative overhead expense where direct cost shall include management fee, labor, materials, supplies, equipment, subcontractor expense or operating expense of any kind necessary to operate and maintain the Utility System in accordance with the Scope of Services as defined in this Agreement.
- 2.9 "Repair Limit" is defined as the total dollar amount that Alliance will be responsible for in a twelve month period relating to Maintenance Expenditures and Equipment, Vehicle or Facility Repair Expenditures. Utility is responsible for all such expenditures that exceed the Repair Limit. If repair costs are less than the annual Repair Limit, Alliance will refund to the Utility the difference.
- 2.10 "Chemical Limit" is defined as the total dollar amount that Alliance will be responsible for in a twelve-month period relating to Chemical Expenditures. Utility is responsible for all such expenditures that exceed the Chemical Limit. If chemical costs are less than the annual Chemical Limit, Alliance will refund to the Utility the difference.
- 2.11 "Utility System" shall mean the facilities owned by Utility including additions, replacements and improvements to such systems as described in Section 3 of this Agreement.
- 2.12 "Customer" is defined as any person, persons, firm, corporation or partnership using or allowing the use of sewer service(s) provided by Utility.
- 2.13 "Utility Services" means the provision by Utility of sewer services to its customers.

3. UTILITY SYSTEM

- 3.1 The Utility System to be managed, operated, and maintained by Alliance shall consist of the wastewater treatment facilities and lift stations owned by the Utility. It shall include additions, replacements and improvements to such systems.
- 3.2 Utility System shall include all physical property, whether real, personal or mixed, comprising such systems, the land thereunder owned or leased by Utility or other city or municipal owned wastewater system contracting with Utility for services and easements and rights of way.

4. OWNERSHIP

- 4.1 Utility System shall remain the property of Utility.
- 4.2 All additions, replacements and improvements to Utility System, and extensions thereof, shall be and remain the property of Utility as installed.

5. SCOPE OF SERVICES

- 5.1 Subject to the terms and conditions of this Agreement, Alliance shall provide all management, operation and maintenance services and shall bear the cost of such operating services as necessary to enable Utility to provide Utility Services to its customers.
- 5.2 Within the design capacity and capability of the Utility System, Alliance shall operate and maintain the Utility System to meet the requirements of the Missouri Department of Natural Resources, and any other governmental entity or agency having regulatory control over the Utility System.
- 5.3 All services hereunder shall be in accordance with sound management, accounting and engineering principles and the law.
- 5.4 Alliance shall not be responsible for payment of extraordinary utility system and equipment maintenance, repair or replacement expenses.

Extraordinary expenses shall be defined as costs in excess of the maximum annual Repair Limit as specified herein. In addition, any unbudgeted individual project repair costs in excess of \$2,000 shall be considered extraordinary.

In the event that any extraordinary expenses should occur, Utility shall be promptly notified and shall be provided with an accounting of such expenses. Any extraordinary expenses must be approved by Utility in advance and payment thereof shall be the responsibility of Utility.

- 5.5 Alliance shall maintain documentation of routine maintenance to how that such maintenance was performed in accordance with

manufacturer's specifications and Alliance's professional knowledge and opinion. A duly authorized representative of Utility shall have the right to inspect these records during regular business hours. Maintenance shall not include repair resulting from flood, fire or other extraordinary occurrences customarily not encountered in the operation and maintenance of the Utility System.

- 5.6 Except as stated in Section 5.7, Capital Expenditures are not included in the scope of Alliance's services under this Agreement. All capital expenditures shall be the responsibility of Utility, and if to be performed by Alliance, shall be the subject of a separate agreement and paid for by Utility.
- 5.7 Notwithstanding Section 5.6, Alliance shall make emergency Capital Expenditures if such expenditures are necessary to continue operation of the Utility System so as to provide adequate service, and prior approval of Utility reasonably cannot be obtained. Utility shall reimburse Alliance for such emergency Capital Expenditures in accordance with Section 7.
- 5.8 Alliance shall not be responsible for payment of any council member's, board member's or commission's compensation.
- 5.9 The following expenditures are specifically excluded from Alliance's scope of work and payment obligations:
 - a. Capital Expenditures, except those described in Section 5.7
 - b. Changes in scope of work which would have the effect of increasing Alliance's payment obligations, except as otherwise mutually agreed upon by Alliance and Utility.
 - c. Flood and fire damages.
 - d. Property damage, liability and commissioners' liability insurance.
 - e. Utility expenses including electric, gas, telephone, water and sewer, SCADA, circuit communications and alarm expenses. (Cell phone and internet expenses excluding those related to SCADA are included in Alliance's Base Fee.)

- f. Excavations and repairs made by contractors for extraordinary or routine maintenance of mains and appurtenances.
 - g. Professional services including but not limited to legal, accounting and design engineering services.
 - h. Extraordinary maintenance and repair services necessary to restore newly acquired facilities to reasonable operating condition.
 - i. Personal property or other taxes.
 - j. Extraordinary maintenance repair or equipment replacement expense as specified in Section 5.4 or as otherwise provided for in the annual utility budget.
 - k. Water purchase expenses.
 - l. All office and field services building expense including but not limited to rent, utilities and maintenance expense.
 - m. Sludge removal, hauling and disposal fees.
- 5.10 Alliance will staff Utility System with sufficient numbers of State wastewater Certified Operators experienced in Utility System operation and maintenance to meet regulatory requirements.
- 5.11 Alliance has the right to use subcontractors and consultants to satisfy its obligations under this Agreement, subject to Utility's approval except in the case of an emergency.
- 5.12 Utility at any time may request Alliance to perform additional services which are outside the Scope of Services under this Agreement. Alliance shall invoice such services to Utility at actual cost plus 10%. Utility shall pay such invoices in accordance with Section 7.
- 5.13 Alliance shall develop and prepare annual budgetary proposals and recommendations for Utility's consideration and perform other financial work as directed by Utility.
- 5.14 Alliance shall prepare or assist in the preparation of governmental, official and customer correspondence including monthly, quarterly or

annual reports, develop and prepare press releases, provide other information and educational materials as deemed necessary or appropriate to help perform Utility's public purpose.

5.17 Utility shall:

- a. Provide for Alliance use of all land, equipment, improvements, buildings, structures, and facilities under its ownership and presently located at the Facility or currently available to, or assigned for Facility use.
- b. Make Capital Expenditures at the Facility as deemed necessary by Utility. Alliance will cooperate with Utility to determine the necessity and cost of Capital Expenditures.
- c. Pay all taxes or governmental fees or licenses, if any, associated with the Facility.
- d. Pay all utility expense as noted in 5.9.
- e. Perform all functions and retain all responsibilities and obligations related to Facility not expressly assumed herein by Alliance.

6. COMPENSATION

- 6.1 Utility shall pay Alliance a Base Fee of \$ 712,512.00 (\$ 59,376.00 per month) for services rendered as described in the Agreement for the first year of service, pro-rated to coincide with the Utility's annual budget year. This base fee is a fixed fee for the first year of service and includes a \$90,000.00 Repair Limit and a \$ 95,000.00 Chemical Limit as described in this agreement.
- 6.2 The Base Fee, Repair Limit, and Chemical Limit shall be subject to renegotiation at the end of the first year of service and annually thereafter and thus may be revised with the written consent of both parties. In the event that the parties fail to agree, the Base Fee and Repair Limit shall be adjusted in proportion to the change in the Consumer Price Index for all urban consumers (U.S. City Average) in the most recent twelve (12) month period prior to the time of renegotiation as published by the U.S. Department of Labor.

- 6.3 The Base Fee and Repair Limit shall be subject to renegotiation due to any substantial change in the costs of Utility System operation and maintenance, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.
- 6.4 In the event that a change in the Scope of Service provided by Alliance occurs, and is mutually agreed upon with Utility, Alliance and Utility will negotiate a commensurate adjustment in compensation. All compensation adjustments resulting from changes in the Scope of Services provided by Alliance shall be retroactive to the date the new or increased level of service is first provided.

7. PAYMENT OF COMPENSATION

- 7.1 Alliance will bill on or about the 15th of the prior month that services are rendered. Payment shall be due and payable on the 20th of the month that services are rendered.
- 7.2 All other compensation due Alliance from Utility shall be due upon receipt of Alliance's invoice and payable within Forty (40) days.
- 7.3 Utility shall pay interest at the rate of nine percent (9%) per annum on compensation not paid when due, or payments of invoices not paid within forty (40) calendar days. Interest shall commence on the due date.

8. INDEMNITY, LIABILITY AND INSURANCE

- 8.1 Alliance shall indemnify, save harmless and defend Utility from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which Utility may incur, pay in settlement, or become responsible for as result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Alliance's material breach of any term of this Agreement, or any negligent or willful act or omission of Alliance, its employees, or subcontractors in the performance of this Agreement.

Utility shall indemnify, save harmless and defend Alliance from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs

and expenses incident thereto, including reasonable attorney's fees, which Alliance may incur, pay in settlement, or becoming responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Utility's material breach of any term of this Agreement, or any negligent or willful act or omission of Utility, its employees, or subcontractors in the performance of this Agreement.

Utility and Alliance shall each provide the other with prompt and timely written notice of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity which exists to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

- 8.2 Alliance shall be liable for fines or civil penalties imposed by regulatory agencies for violation of the Utility's NPDES permits or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement, and which were caused by Alliance negligence or willful conduct. Alliance shall be given full authority to contest such violations and Utility shall assist Alliance in such proceedings. Except to the extent caused by Alliance's negligence, willful conduct, or breach of its obligations under this Agreement, Alliance shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facility design parameters, influent contains biologically toxic substances, source water contains non-treatable substances or the Facility is inoperable due to circumstances beyond Alliance's control (See Exhibit B).
- 8.3 Alliance's liability under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of the Facility. Alliance shall not be responsible for damages caused by any defects or flaws inherent in the Utility System as it exists prior to Alliance beginning operations. Additionally, Alliance shall not be responsible for such damages in the event that Alliance has notified Utility of any defects and Utility fails to authorize appropriate corrective action. Alliance and the Utility agree that throughout the life of this Agreement any and all damage claims related to the Utility System shall continue to be processed and resolved in accord with current Utility practice.

- 8.4 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facility and shall provide the other party with satisfactory proof of insurance upon written request.

9. TERM AND TERMINATION

- 9.1 This Agreement shall become effective on the 1st day of April, 2023 and shall remain in effect through the 31st day of March, 2028 subject to annual appropriation of funds by Utility. If Utility appropriates funds for operation and/or maintenance of the Utility System this Agreement shall remain in force and effect.
- 9.2 This Agreement shall be automatically renewed for successive terms of five (5) years each unless notice of cancellation is given by either party no less than ninety (90) days prior to date of expiration.
- 9.3 This Agreement may be terminated by either party for breach of contract terms by the other. Such right of termination shall be in addition to any other claims or remedies either party may have against the other at law or in equity.
- 9.4 Such termination shall be effected as follows: The party declaring a breach shall give the other written notice of the breach and sixty (60) days from the date of notice to cure. In the event the other party fails to cure within that period, the party serving notice may elect to terminate and shall give written notice of its election to terminate effective not more than ninety (90) days after the date of the notice of election to terminate.
- 9.4 If a breach is claimed by Alliance over a disputed invoice or payment, Alliance will, at Utility's option, continue to perform under the Agreement subject to resolution of the dispute by a court or agency of competent jurisdiction, provided either party initiates such action within the sixty (60) day cure period.

10. LABOR DISPUTES

- 10.1 In the event labor stoppages by employee groups or unions (i.e., picketing) cause a disruption in Alliance's employees entering and working on the Utility System, Alliance, at its own option, may seek appropriate injunctive court orders or temporary, additional, qualified personnel. During the labor dispute, Alliance shall operate the Utility System on a best efforts basis until labor relations are normalized.

11. EXTRAORDINARY CIRCUMSTANCES

- 11.1 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made extraordinarily difficult, or costly, due to any unforeseeable occurrences beyond its reasonable control, including, but not limited to, fire, abnormal flooding, riot, war, sabotage, governmental laws, ordinances, rules or regulations, except that Alliance will be responsible for failure to perform as a result of governmental action based on Alliance's failure to comply with rules, regulations and laws pertaining to the Utility System; inability to obtain electricity or other type of power, cessation of transportation, and other similar contingencies.
- 11.2 The party claiming inability to perform hereunder shall notify the other party immediately by verbal communication and in writing by certified mail, return receipt requested, of the nature and extent of the contingency within fourteen (14) days after its occurrence.
- 11.3 A declaration of inability to perform under this contract by either party does not relieve the parties from obligations not affected by the conditions claiming inability under this provision of the Agreement.

12. FUTURE CONSTRUCTION

- 12.1 Alliance, along with Utility and Utility's designated Consulting Engineering firm, will work together to maintain accessibility and minimize disruption and outages to the existing Utility System when future improvements are under construction.
- 12.2 Alliance will work with Utility and Utility's consulting engineer(s) and contractor(s) to coordinate activities. In the event a critical piece of equipment or plant must be taken out of service, a plan shall be developed and approved by all parties ten (10) working days prior to the scheduled outage, and addressing the impact on plant operations, length of outage, and methods of removing and

reactivating the equipment to full service. Utility shall pay all extra costs associated with said equipment outage. Alliance shall not be responsible for regulatory violations due to such interruptions.

12.3 In the event Utility's contractor or subcontractor causes damage to the Utility System, Alliance shall immediately notify Utility's duly authorized representative and shall take all actions necessary to minimize further damage.

12.4 Utility, or Alliance on behalf of Utility, shall direct the contractor to complete all repairs within a reasonable time. In the event that contractor does not make the repairs in a timely and reasonable manner, Alliance shall notify contractor and Utility of such failure to repair, and if work is not initiated immediately to effectuate such repair, within forty-eight (48) hours of such notice, Alliance shall, with Utility's consent, make said repairs, and recover costs of the repairs from Utility.

13. AMENDMENTS

13.1 This Agreement may be modified only by written amendment signed by both parties.

14. WAIVER

14.1 A waiver on the part of either party of any term, provision, or condition of this Agreement shall not constitute precedent, nor bind either party to a waiver of any succeeding breach of the same or any other term, provision, or condition of this Agreement.

15. APPLICABLE LAW

15.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

16. ASSIGNMENT

16.1 This Agreement shall be binding upon and endure to the benefit of the respective successors and assigns of each of the parties hereof, but any assignment of this Agreement by either party without the prior written consent of the other party shall be void.

17. HEADINGS

17.1 Section headings used in this Agreement are inserted for convenience of reference only and shall not affect the content of its various provisions.

18. NOTICE

18.1 All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, as follows:

On Utility: City of Boonville
 401 Main Street
 Boonville, MO 65233

On Alliance: Alliance Water Resources, Inc.
 206 South Keene Street
 Columbia, MO 65201

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be herewith affixed and attested by their respective officers having custody thereof the day and year first above written.

UTILITY:

BY: _____

TITLE: _____

(SEAL)

ATTEST:

Clerk

ALLIANCE WATER RESOURCES, INC.

BY: _____

TITLE: _____

(SEAL)

ATTEST:

Secretary

EXHIBIT A

A.1 Alliance shall maintain:

1. Statutory Worker's Compensation Insurance for all Alliance employees at the Utility as required by law.
2. Comprehensive or commercial general liability insurance for bodily injury and/or property damage as follows:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Umbrella Aggregate	\$4,000,000

A.2 Each Party:

1. Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$1,000,000 per occurrence.

A.3 Utility agrees:

1. to file sewer backup claims with their insurance carrier.
2. Alliance will assist the Utility to provide information and documentation to support or deny the settlement of claims by the Utility's insurance carrier.

EXHIBIT B

FACILITY CHARACTERISTICS

WASTEWATER TREATMENT FACILITY

- B.1 Alliance shall not be responsible for fines or penalties or any other liability if there are limitations in the collection system design or plant design which limit adequate collection or treatment, or if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facility is inoperable due to circumstances beyond Alliance's control.
- B.2 Alliance liability regarding payment of fines, penalties or any other related liability is restricted to effluent limitations established in existing **NPDES Permit No. MO-0040738**. In the event that effluent limitations are revised in subsequent NPDES permits, Alliance shall have the right to renegotiate the terms of Sections 5 and 7 in the Agreement by giving notice to the Utility within forty-five (45) days after the effective date of the revised permit.

BILL NO. 2023-005

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING THE BUDGET FOR THE CITY OF BOONVILLE, MISSOURI, FOR THE PERIOD OF APRIL 1, 2023 THROUGH MARCH 31, 2024

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

SECTION 1: The Budget for the City of Boonville, for the year beginning April 1, 2023 and ending March 31, 2024, attached hereto as **Exhibit A**, is hereby approved and accepted.

SECTION 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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

FIRST READING: FEBRUARY 21, 2023.

READ FOR THE SECOND TIME AND PASSED THIS 6TH DAY OF MARCH 2023, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

President of the Council

APPROVED THIS 6TH DAY OF MARCH 2023

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

EXHIBIT A BILL NO. 2023-005 SUMMARY PAGES OF BUDGET

		EXPENDITURE SUMMARY			4
		CITY OF BOONVILLE			
		2023-2024 BUDGET			
General Fund (01)					
	Administration			796,650	
	Police Department			2,254,550	
	Fire Department			647,650	
	Street Department			778,950	
	Central Garage			89,365	
	Airport			157,700	
	Animal Control			191,550	
	Parks & Recreation			644,800	
	Swimming Pool			306,310	
	Non-Operating - Projects			5,000	
	Cemetery			17,590	
	Municipal Court			43,650	
	Debt Service - COPs			718,249	
	Fund Total			\$6,652,014	
Solid Waste (02)					
	Collection/Health			\$841,540	
Capital Sales Tax (05)					
	Capital Projects (Audit, Prof. Srv., Street, Other, Veh. Stickers, Local Agency, Parks)			656,000	
	Capital Projects - Public Safety			74,000	
	Economic Development			216,000	
	Fund Total			\$946,000	
Waterworks (06)					
	Administration			444,400	
	Distribution			403,650	
	Treatment			1,345,300	
	Debt Service			153,900	
	Capital			662,750	
	Fund Total			\$3,010,000	

					5
		EXPENDITURE SUMMARY			
		CITY OF BOONVILLE			
		2023-2024 BUDGET			
			Continued		
Capital Improvements (07)					
	Projects			\$1,220,000	
Wastewater (08)					
	Administration			\$407,850	
	Collection			382,635	
	Treatment			1,104,802	
	Debt Service			85,000	
	Capital			852,913	
	Fund Total			\$2,833,200	
Tourism Tax (16)				\$293,900	
Gaming Taxes (17)				\$3,010,000	
Parks-Stormwater Sales Tax (20-01)				\$1,223,800	
Parks-Stormwater Sales Tax - Mo Soccer Park Oprtns (20-02)				\$121,200	
Kemper Project funded by Temp Sales Tax (21-01)				\$1,500,000	
Economic Development Projects (30-01)				\$0	

				FY 2023-2024 BUDGET			7
				ACTUAL	BUDGET	ESTIMATED	BUDGET
	Sanitation Fund - 02			FY	FY	FY	FY
				2021-22	2022-23	2022-23	2023-24
6440	Miscellaneous			\$0	\$0	\$0	\$0
6450	Interest			635	700	4,665	3,000
6701	Collection Fees			698,240	735,640	759,000	794,540
6711	Transfer Station Royalties			54,745	60,300	44,000	44,000
6850	Transfer From Other Funds						
		Total		\$753,620	\$796,640	\$807,665	\$841,540
	Capital Improv. Sales Tax Fund - 05						
6400	Half Cent Sales Tax			\$798,663	\$750,000	\$855,000	\$800,000
6405	Use tax			\$20,000	\$20,000	\$20,000	\$20,000
6440	Miscellaneous			30,439	\$0	\$0	\$0
6450	Interest			\$3,636	\$3,000	\$20,000	\$7,000
6850	Transfer From Other Funds			0	\$0	\$0	\$0
		Total		\$852,738	\$773,000	\$895,000	\$827,000
	Water Works Fund - 06						
6440	Miscellaneous			\$14,572	\$2,500	\$3,350	\$2,500
6450	Interest			25,664	16,800	31,000	25,000
6801	Water Revenue Sales			2,452,404	2,550,000	2,525,000	2,707,000
6815	Penalties			53,250	45,000	56,000	50,000
6820	Materials/Services Sold			6,420	2,500	7,000	4,500
6830	Turn Ons/Services			7,676	10,000	10,000	10,000
6850	Transfer-COP 08			0	170,000	0	165,000
		Total		\$2,559,986	\$2,796,800	\$2,632,350	\$2,964,000
				ACTUAL	BUDGET	ESTIMATED	BUDGET
	Capital Projects - 07			FY	FY	FY	FY
				2021-22	2022-23	2022-23	2023-24
6440	Miscellaneous-Various			\$859,639	\$850,000	\$0	\$0
6450	Interest			0	0	0	0
6451	Other Interest			13	0	0	0
6561	State Aviation Grant - Taxilane			0	0	0	0
6610	STP Grant			0	0	0	0
6850	Tranfer From Other Funds			0	0	0	0
6621	MODOT-ENH - Bridge			0	0	0	0
6622	MODOT-ENH - Streetscape			0	0	0	0
6624	Science Hall - EDA Grant			0	0	0	0
6625	Bridge Approach - Grant			0	0	0	0
6626	2nd Street Corridor - Grant			0	0	0	0
6651	Airport Runway			0	0	0	0
6652	County ARPA Grant			0	0	282500	0
6653	Federal ARPA Grant			0	0	859,638	0
		Total		\$859,652	\$850,000	\$1,142,138	\$0

			FY 2023-2024 BUDGET				8
				ACTUAL	BUDGET	ESTIMATED	BUDGET
				FY	FY	FY	FY
				2021-22	2022-23	2022-23	2023-24
	Wastewater Fund - 08						
6440	Miscellaneous			\$35	\$1,000	\$1	\$500
6450	Interest			54,066	15,000	45,000	30,000
6701	Hauled Waste Charges			0	0	0	0
6811	Sewer User Charges			2,496,472	2,580,000	2,523,815	2,637,700
6830	Turn On/Services			13,283	1,000	5,100	5,000
6850	Transfer From Other Funds			0	0	0	0
		Total		\$2,563,856	\$2,597,000	\$2,573,916	\$2,673,200
	Tourism Tax -16						
6453	Interest			\$646	\$500	\$0	\$0
6440	Tourism Tax			248,494	250,000	276,901	268,000
6641	Miscellaneous			0	0	9,000	2,500
6442	Sale of Merchandise			21,530	10,000	17,000	10,000
6540	Admittance Fees			3,008	5,000	6,000	3,000
6643	Rentals			9,551	5,000	22,000	2,400
6644	Grants			0	0	0	8,000
6850	Transfer From Other Funds			0	0	0	0
		Total		\$283,229	\$270,500	\$330,901	\$293,900
	Gaming Revenue - 17						
6450	Interest			\$11,610	\$5,000	\$30,000	\$10,000
6661	Gaming Tax			1,919,089	1,750,000	2,050,000	2,000,000
6662	Admissions Tax			1,283,446	1,300,000	1,000,000	1,000,000
		Total		\$3,214,145	\$3,055,000	\$3,080,000	\$3,010,000
	Parks-Stormwater Sales Tax - 20						
6400	Half Cent Sales Tax			\$798,700	\$730,000	\$832,000	\$800,000
6405	Use Tax			\$369,824	\$250,000	\$319,000	\$250,000
6440	Miscellaneous			0	0	0	0
6450	Interest			2,985	1,000	12,000	5,000
6500	Mo Soccer Park Rentals			38,304	40,000	35,000	40,000
6850	Transfer From Other Funds			100,000	267,600	0	250,000
		Total		\$1,309,813	\$1,288,600	\$1,198,000	\$1,345,000

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL SITE PLAN FOR 512 INVESTMENTS AT 1290 LOCUST STREET, LOT 2A, BOONVILLE, COOPER COUNTY, MISSOURI; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, 512 Investments is proposing to improve the property at 1290 Locust Street; and

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

WHEREAS, final plans were presented to the Planning and Zoning Commission, which voted on February 14, 2023, to approve the final site plans, conditioned upon the addition of parking lot lighting for safety and security. The plans include **Exhibit A**, herein incorporated, and attached hereto this ordinance. The Commission has recommended their approval by the Council.

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

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

SECTION 1: That the final site plan as show and indicated in **Exhibit A**, attached hereto and made a part hereof, at 1290 Locust Street in the City of Boonville, Cooper County, Missouri should be and is hereby approved.

SECTION 2: The Building Inspector shall not issue a building permit until developer has submitted a plan for additional parking lot lights, necessary for the safety of pedestrians and patrons of the building.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage; and be approval granted herein shall be valid for a period not to exceed 12 months thereafter.

READ FOR THE FIRST TIME 21st DAY OF FEBRUARY 2023

READ FOR THE SECOND TIME AND PASSED THIS 6TH DAY OF MARCH 2023, AFTER A COPY OF THIS ORDINANCE AND REFERENCED PLANS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 6TH DAY OF MARCH 2023

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

BOUNDARY MARKERS

SYMBOL	DESCRIPTION
	CENTURINE
	CALITY
	FLAMING
	UNDERGROUND LIGHTING
	UP
	ELECTRIC LINE OVERHEAD
	DOWN
	CAL LINE
	PROPERTY LINE
	SHAWNT IN DEM
	STREET SIGN
	STREET CULVERT
	POSS SIGN
	TELEPHONE
	WATER LINE
	WATER MAIN
	RA. ROAD
	RAILROAD
	GRAND PAV.
	TYPE OF BANK
	TRAIL LINE
	RETAINING WALL
	ROCKS
	TILES
	POST / HOLDING
	BENCH
	ACCESSORY PLUMBING
	PAVING SIGN
	MARKING MANHOLE
	MARKER / TRANSIT
	STORM MANHOLE
	STORM INVERT
	STORM SEWER / LET
	UTILITY POLE
	STREET LIGHT
	MANHOLE
	ELECTRIC MANHOLE
	AC CUP
	WATER MAIN
	WATER VALVE
	PIPE MANHOLE
	SEA WAGON
	TELEPHONE PERSPECTIVE

STANDARD ABBREVIATIONS

[illegible]

GENERAL NOTES

- [illegible]

SHEET INDEX

C001	COVER/EROD
C002	EROSION CONTROL PLAN
C100	UTILITY PLAN
C101	SITE PLAN
C102	GRADING PLAN
C100	PRE DEVELOPED
C101	POST DEVELOPED
C500-301	DETAILS

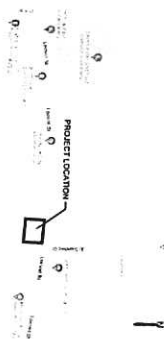
UTILITY CONTACTS

WATER
CITY OF BOONVILLE
401 MAIN ST.
BOONVILLE, MO
660-882-2332

CONTROL POINT INFORMATION / TABLE

Point Table			
Point #	Raw Description	Elevation	Heighting
2000	S 5th Bldg	667.53	1576048.7416
2001	S 5th Bldg	665.35	1576042.6550

LOCATION MAP



LEGAL DESCRIPTION

LOT 21 OF 512 INVESTMENT SUBDIVISION PLAT:

OWNER INFORMATION

MICHAEL HOLDEN

PARKING CALCULATIONS

C1: 1 PER / 300SF
2 ADJUST / 3000F =

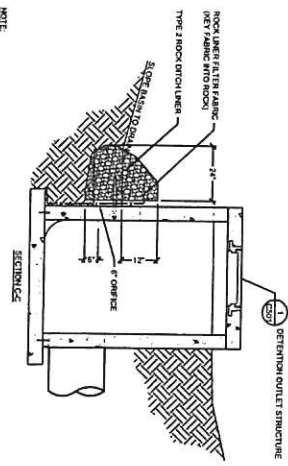
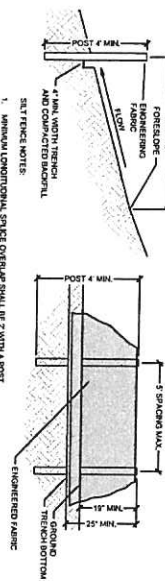
SITE IMPERVIOUS CALCCS

PRE DEVELOPED: 18%
0.05 ACRES IMPERVIOUS
0.23 ACRES PREVIOUS
POST DEVELOPED: 36%
0.18 ACRES IMPERVIOUS
0.10 ACRES PREVIOUS

MICHAEL HOLDEN
SITE IMPROVEMENTS
BOONVILLE, MO

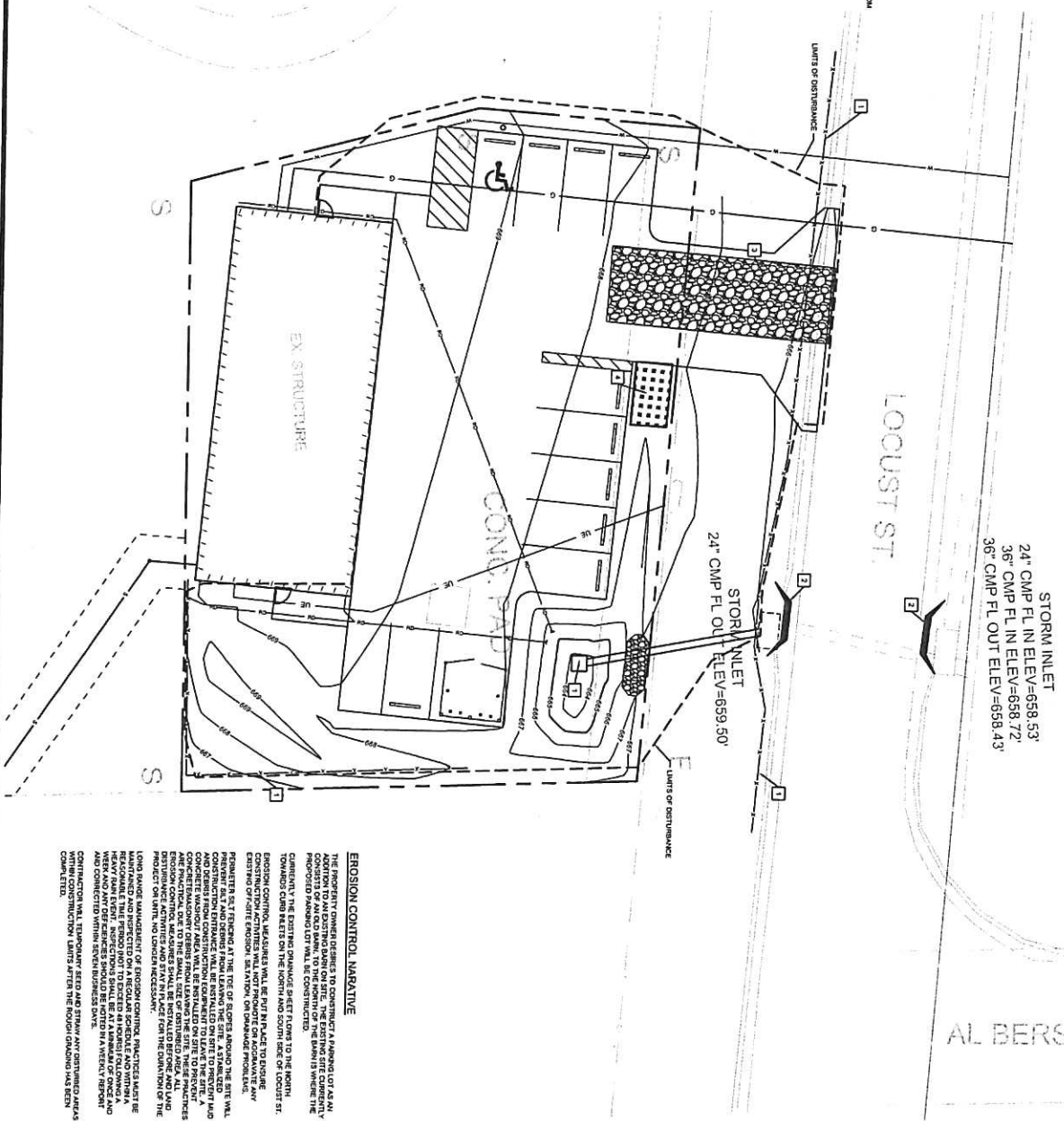
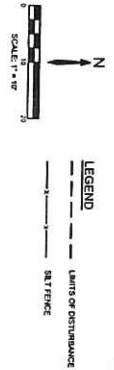
ENGINEER	DRAWN BY
NOS	TBA
CHECKED BY	SITE PROJECT #
NOS	Z2112
COVER/NOTES/LEGEND	
DRAWING NO.	SHEET NO.
C001	01 of 09

1. INITIAL BENCH AND SLOPES, AT THE BASE OF SLOPES, AND AROUND THE PERIMETER OF DISTURBANCE SHALL BE 1:1.5 HORIZONTAL TO 1 VERTICAL.
2. INSTALL OUTLETDRAINAGE AT MINIMUM DEVICES AT CURB AND STREET SIDE. SHOULD BE A MINIMUM OF 1' LONGER THAN THE DRIVEWAY.
3. INITIAL 1" THICKED STONE FOR CONSTRUCTION COT R-7 WHICH IS 2' BY 1' X 1/2" ALL CONSTRUCTION TRAFFIC SHALL BE 2' BY 2' BY 1" THICKED STONE FOR DRIVEWAY AND DRIVE.
4. ALL DRIVEWAY AND DRIVEWAY FACILITIES TO BE LINED WITH A PLASTIC LINED MATERIAL AND POLYETHYLENE LINING WITH 10 MILS OF THICKNESS. THE DRIVEWAY AND DRIVEWAY SHALL BE RECLAIMED ON NEW FACILITIES MUST BE CONSTRUCTED AND RECLAIMED FOR USE ONCE THE MATERIAL IS 75% FIRM. THE DRIVEWAY AND DRIVEWAY SHALL BE RECLAIMED TO A FINISH CONCRETE FLOORMENT OF 4 INCHES TO UTILIZE THE PAVED FACILITY.
5. RETENTION DRAIN TO BE USED AS ELEVATION DATA TO DETERMINE CONSTRUCTION ELEVATIONS APPROXIMATELY 0.15 FEET. PROPOSED SIZE IS 300 CIRCULAR. 1' DEEPEN IN 10' IN ORDER TO PROVIDE 10' MINIMUM DRAIN IS APPROXIMATELY 50% FIRM. PROPOSED SIZE IS 300 CIRCULAR. A RETENTION DRAIN FOR 10' DEEPENING IS APPROXIMATELY 50% FIRM.



1. NONHUMAN PRIMATE FIBERS SHALL CONSIST OF A NONWOVEN POLYPROPYLENE FIBER, APPROX 400 MICROMETER DIAMETER, AND APPROX 100 MICROMETER LENGTH.
2. PREPARED NON-FIBER OF 1 MICRON TO 100 MICROMETER RANGE OF DIAMETER, LONGER THAN 1% WILL BE LESS THAN 1% FIBER.
3. DETENTION BAGS TO BE UTILIZED AS A SUEBACH DRAIN CONSTRUCTION, SUEBACH TO BE EFFECTED FOR CATCHING OF FIBER FROM SUEBACH INLET. REMOVE ENTRAPPED FIBER AND RETURN TO CONTAINER, CONTAINERS TO BE USED FOR SPILLAGE, CLEANING, RINSE, AND RETURN TO CONTAINER DRAIN AND RETURN TO NECESSITY.
4. DETENTION BAGS TO BE USED FOR CATCHING OF FIBER FROM SUEBACH INLET. REMOVE ENTRAPPED FIBER AND RETURN TO CONTAINER, CONTAINERS TO BE USED FOR SPILLAGE, CLEANING, RINSE, AND RETURN TO CONTAINER DRAIN AND RETURN TO NECESSITY.
5. RESIDUE SUEBACH TO MATCH WITH OTHER STRUCTURE DRAIN, 100%.

3
C002

[illegible]

MICHAEL HOLDEN
SITE IMPROVEMENTS
BOONVILLE, MO

ENGINEER	DRAWN BY
KKS	TRA
CHECKED BY	SSE PROJECT #
KKS	27112

EROSION CONTROL PLAN

DRAWING NO. C002

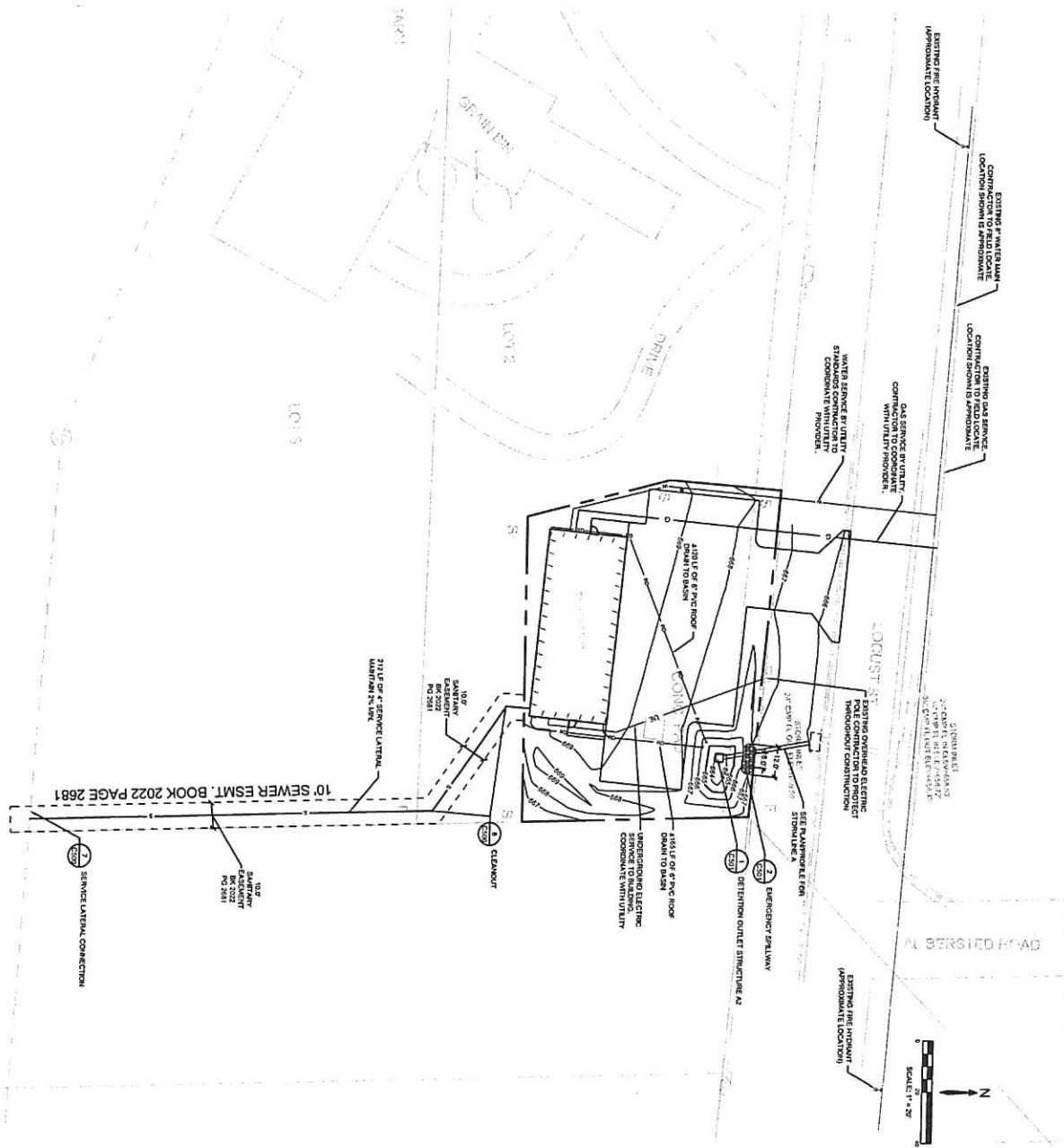
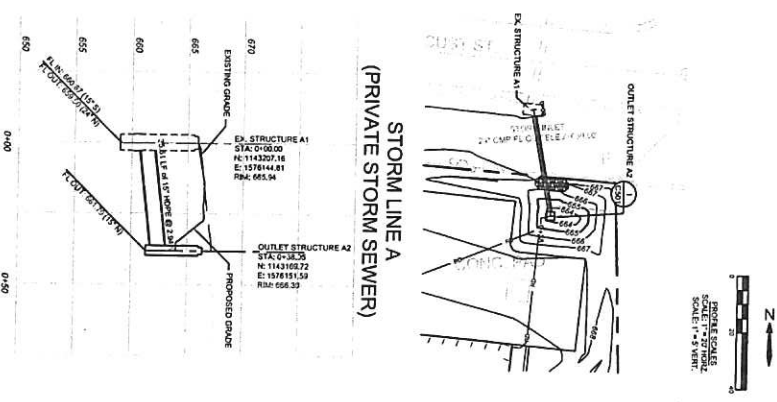
SHEET NO. 02 of 09

811
Know what's below,
Call before you dig.



STYLISH & STYLISHING EXPERTISE
CREATING CLIENTS FOR LIFE
319 PARK AVENUE
NEW YORK, NY 10022
(212) 687-1000

- GENERAL NOTES:**
1. LOCATION OF ALL SITE UTILITIES SHALL BE VERIFIED BY CONTRACTOR AND THE PROPER UTILITY COMPANY PRIOR TO SERVICE.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TAP AND TIE OFF RECORDS.
 3. CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL UTILITIES WITH THE RESPONSIBLE UTILITY COMPANY PRIOR TO SERVICE.
 4. ALL PVC CONDUIT SHALL BE SCHEDULE 40 WITH LOW SMOKE, OILY, OR FLAME RESISTANT AND CONTAIN 1/2" TYP. THICKNESS OTHERWISE NOTED.
 5. ALL CONDUIT SHALL BE PLACED AT LEAST 18" BELOW FRESH GRADE UNLESS OTHERWISE NOTED.
 6. ALL WATER AND SANITARY LINES TO BUILDING SHALL BE PROVIDED WITH A MINIMUM 1/4" PER FOOT SLOPE.
 7. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH THE CITY OF BOONVILLE SPECIFICATIONS AND STANDARDS FOR THE CITY OF BOONVILLE.
 8. ALL TRENCHING SHALL BE TO THE DEPTH OF THE UTILITY CONNECTIONS.
 9. ALL PROPOSED SANITARY SERVICE LINES ARE PRIVATE UNLESS OTHERWISE NOTED.
 10. SANITARY SERVICE CONNECTIONS SHALL BE IN ACCORDANCE WITH THE CITY OF BOONVILLE SPECIFICATIONS AND STANDARDS FOR THE CITY OF BOONVILLE.
 11. ALL SANITARY LATERALS SHALL BE CONSTRUCTED AT 2% MINIMUM SLOPE.
 12. ALL SANITARY LINES SHALL BE INSTALLED BY A LICENSED MASTER PLUMBER OR GAS FITTER AND SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER UNLESS OTHERWISE NOTED.
 13. ALL DOWNSPOUTS TO BE PROTECTED BY A GUTTER PROTECTION DEVICE.



MICHAEL HOLDEN
SITE IMPROVEMENTS
BOONVILLE, MO

DATE: 01/25/2023
PROJECT: 11/25/2023
REVISIONS:

811
Call before you dig

SSK
Site Specific Knowledge
COLUMBIA, MO 65203
EXPIRE: 01/25/2023

DESIGNED BY: MHS
CHECKED BY: MHS
DATE: 03/09/2023

UTIL. PLAN
SHEET NO. 03 OF 09

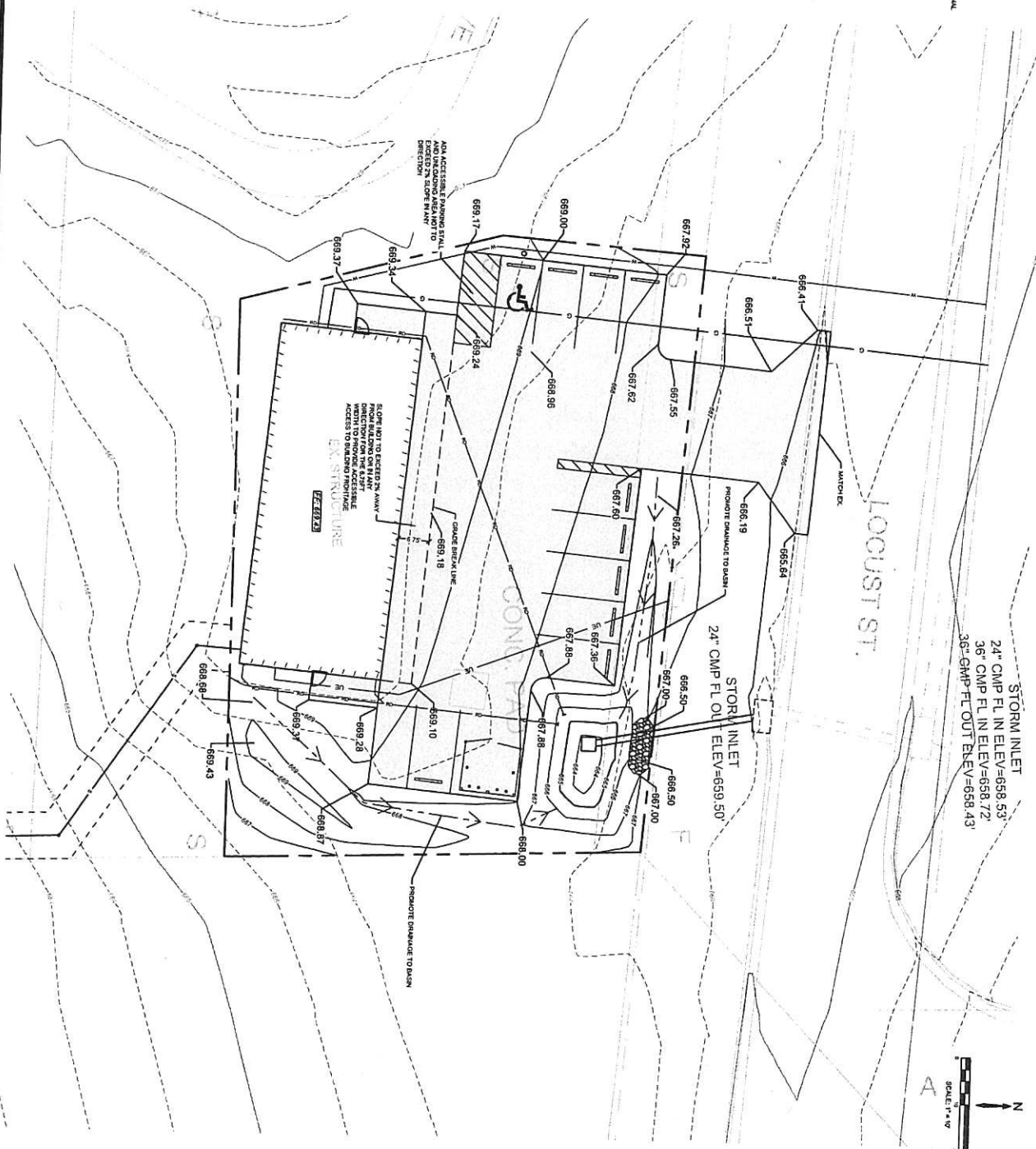
811
Call before you dig

SSK
Site Specific Knowledge
COLUMBIA, MO 65203
EXPIRE: 01/25/2023

PANNING CALCS:
CZ: 1 PER / 1000SF
260 SF / 1000 SF = .27%
3.14 X .27% = .85%
10 SPACES PROVIDED / ADA ACCESSIBLE

NOTES:

1. PANNING BLOCKOUT: * YELLOW STRIPS @ 1/4" CTS, BORDER AND WATCH.
PAINTING STRIPS: * YELLOW STRIPS @ 1/4" CTS.
ADA ACCESSIBLE STALL AND UNLOCKING AREA: * BLUE STRIPS FOR STALL AND 1/4" CHAMFER STRIPS @ 1/4" CTS.



MICHAEL HOLDEN
SITE IMPROVEMENTS
BOONVILLE, MO

ENGINEER DRAWN BY
KCS TMA
CHECKED BY SET PROJECT #
KCS 22112
GRADING PLAN
DRAWING NO. SHEET NO.
C102 05 of 09

Keenan K. Simon
 MOPE 2016017682
 MY LICENSE EXPIRATION DATE IS 06/26/2024
 1/25/2023

[illegible]

SSK
SPRICK & STRICKLAND ENGINEERING
 CREATING CLIENTS FOR LIFE
 310 PALM AVENUE
 COVINGTON, MO 65032
 P 312-692-1941

MISSOURI CERTIFICATE OF AUTHORITY NO.
 6-2017015006
 EXPIRATION DATE

EXISTING SITE CONDITIONS

TOTAL LOT AREA = 0.89 ACRES
 0.87 ACRES @ CH = 80 (WOODS) (D)
 0.02 ACRES @ CH = 80 (WOODS) (D)
 PRE DEVELOPED CH = 80 (WOODS) (D)
 0.01 ACRES @ CH = 80 (WOODS) (D)

PROPOSED SITE CONDITIONS

TOTAL LOT AREA = 0.89 ACRES
 0.87 ACRES @ CH = 80 (WOODS) (D)
 0.02 ACRES @ CH = 80 (WOODS) (D)
 PRE DEVELOPED CH = 80 (WOODS) (D)
 0.01 ACRES @ CH = 80 (WOODS) (D)

TOTAL SITE AREA = 0.89 ACRES
 0.87 ACRES @ CH = 80 (WOODS) (D)
 0.02 ACRES @ CH = 80 (WOODS) (D)
 PRE DEVELOPED CH = 80 (WOODS) (D)
 0.01 ACRES @ CH = 80 (WOODS) (D)

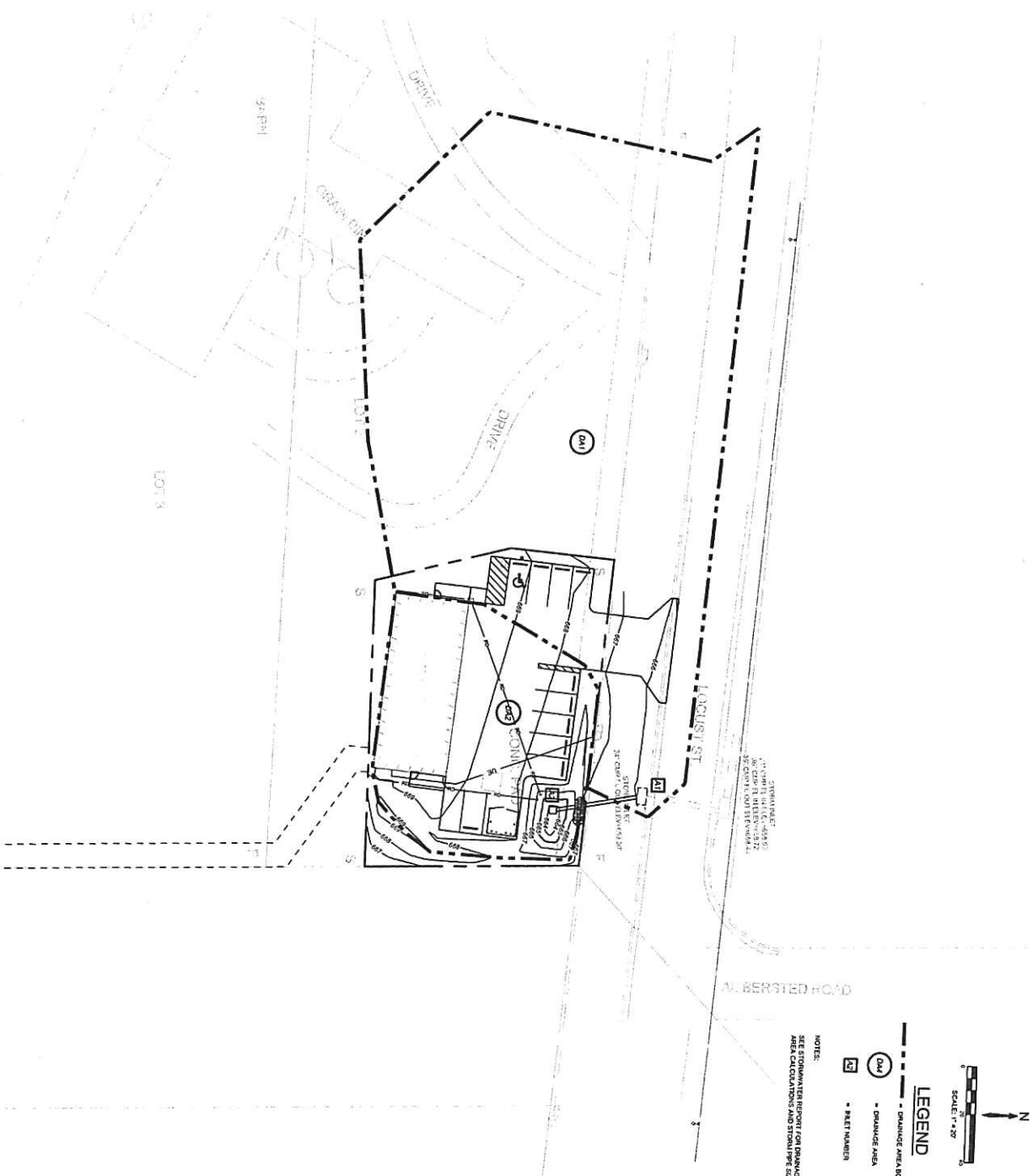
NOTES

1. DISTURBED AREA IS ESTIMATED TO BE 0.32 ACRES.
2. PROJECT RAINFALL FROM EXISTING DRAINAGE CONSTRUCTION AND UNTIL SITE VEGETATION IS RESTORED.
3. CONSTRUCTION SHALL PROVIDE STABILIZED STORAGE AT CONSTRUCTION AND DRAINAGE STORAGE OF MATERIALS EQUIPMENT AREAS TO BE UNPLANTED ON.
4. LAND USE/USE OF LAND SHALL BE PROTECTED ON A REGULAR SCHEDULE AND WHEN A REASONABLE TIME PERIOD HAS ELAPSED, THE PROJECT SHALL BE RE-EVALUATED. THE RE-EVALUATION SHALL BE AT A MINIMUM OF ONCE PER YEAR. THE RE-EVALUATION SHALL BE CONNECTED WITH ANNUAL DRAINAGE DAYS OF THE EVENT.
5. FOR CALCULATIONS FOR LAND OUTLET STRUCTURE SEE STORMWATER REPORT.

STORMWATER MANAGEMENT

THE DEVELOPMENT CONSISTS OF A 0.89 ACRES LOT. THE EXISTING LANDSCAPE STRUCTURE LOCATED ON THE PROPERTY, THE STRUCTURE WILL BE MAINTAINED AND THE PROJECT SHALL BE PROTECTED ON A REGULAR SCHEDULE AND WHEN A REASONABLE TIME PERIOD HAS ELAPSED, THE PROJECT SHALL BE RE-EVALUATED. THE RE-EVALUATION SHALL BE AT A MINIMUM OF ONCE PER YEAR. THE RE-EVALUATION SHALL BE CONNECTED WITH ANNUAL DRAINAGE DAYS OF THE EVENT.

STORMWATER CALCULATIONS AND ANALYSIS FOR THE STORMWATER DETENTION DESIGN CAN BE FOUND IN THE STORMWATER REPORT.

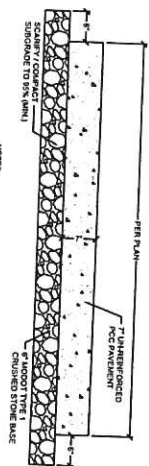


SS&E
 SITE SURVEY & ENGINEERING
 1000 N. 10th St.
 Boonville, MO 64601
 PHONE: 660.281.1111
 FAX: 660.281.1112
 EMAIL: info@ss&e.com

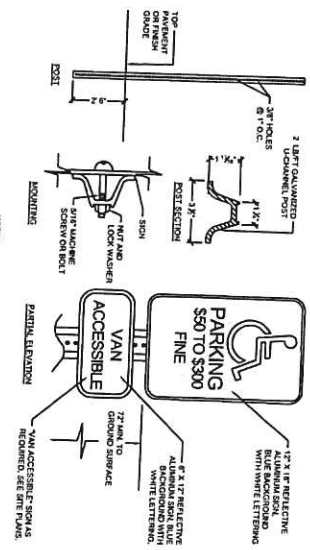
Michael Holden
 SITE IMPROVEMENTS
 BOONVILLE, MO

PROJECT NO: C201
 SHEET NO: 07 of 09
 DATE: 07/25/2023

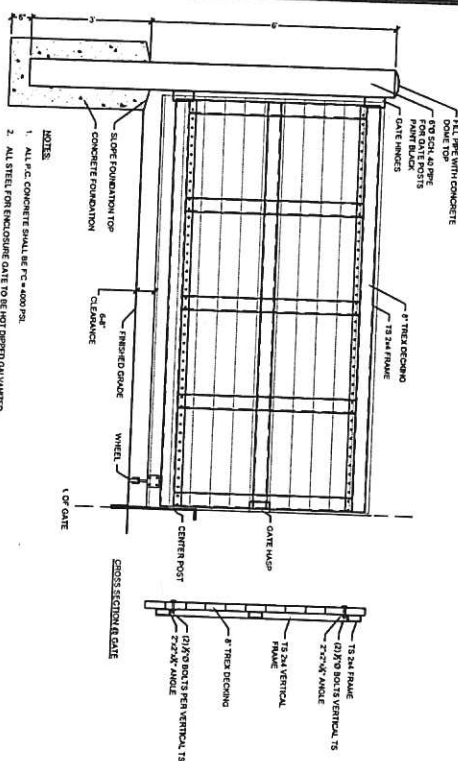
DESIGNED BY: JMS
 CHECKED BY: JMS
 DATE: 07/25/2023



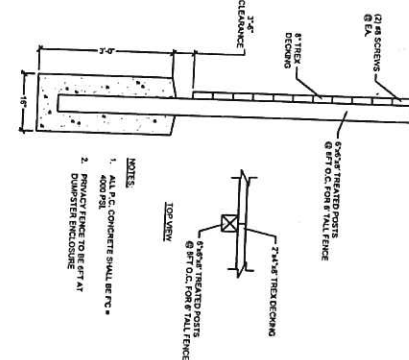
- NOTES:
1. ALL PCC PAVEMENT SHALL BE PC-4000 PSI.



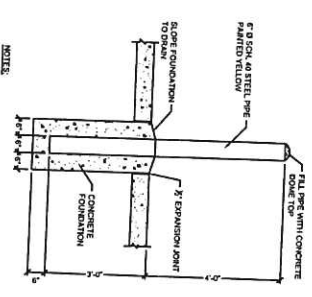
- NOTES:
1. SEE SITE PLAN FOR SIGN LOCATIONS.



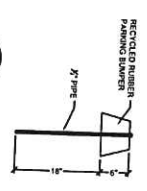
- NOTES:
1. ALL P.C. CONCRETE SHALL BE PC-4000 PSI.
 2. ALL STEEL FOR ENCLOSURE GATE TO BE HOT DIP GALVANIZED.



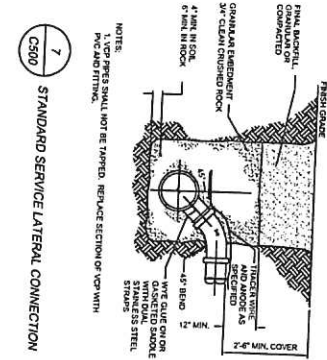
- NOTES:
1. ALL P.C. CONCRETE SHALL BE PC-4000 PSI.
 2. PRIVACY FENCE TO BE 6' AT DUMPSTER ENCLOSURE.



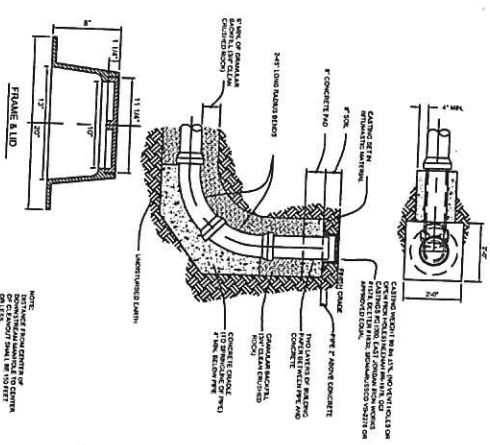
- NOTES:
1. ALL P.C. CONCRETE SHALL BE PC-4000 PSI.



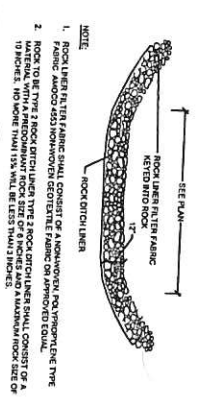
- NOTES:
1. ALL P.C. CONCRETE SHALL BE PC-4000 PSI.



- NOTES:
1. ALL P.C. CONCRETE SHALL BE PC-4000 PSI.
 2. PRIVACY FENCE TO BE 6' AT DUMPSTER ENCLOSURE.



- NOTES:
1. ALL P.C. CONCRETE SHALL BE PC-4000 PSI.



- NOTES:
1. ALL P.C. CONCRETE SHALL BE PC-4000 PSI.

MICHAEL HOLDEN
SITE IMPROVEMENTS
 BOONVILLE, MO

ENGINEER
 M.H. HOLDEN
 2212
 08/09

1/25/2023
 1/25/2023
 1/25/2023



SSK
 811
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BILL NO. 2023-007

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE FINAL PLAT FOR FOX HOLLOW SUBDIVISION, PLAT 1 LOCATED ADJACENT TO HAIL RIDGE GOLF COURSE

WHEREAS, The developer, through its professional consulting firm, has made an application for approval of its final site plan for Fox Hollow Subdivision Plat 1; and

WHEREAS, City staff, including the City Engineer, Building Inspector, Public Works Director, and the City Administrator met and communicated with project engineers and planners to work out all the details and site planning to ensure that plans are in compliance with the City's zoning ordinances and planning standards; and

WHEREAS, the developers of Fox Hollow had already submitted and received approval from City Council on a Preliminary Plat on December 6, 2021, Ordinance No. 4576, after review and recommendation of approval by Planning and Zoning at their October 12, 2021 meeting; and

WHEREAS, the Planning and Zoning Commission voted on February 14, 2023 to approve the final plat, attached hereto and marked as **Exhibit A**. Said final plat is incorporated herein as if set forth fully in this ordinance; and

WHEREAS, the City Council is required to approve this final plat 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 for Fox Hollow Subdivision, Plat 1, **Exhibit A**, should be and is hereby approved.

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

READ FOR THE FIRST TIME THE 21st DAY OF FEBRUARY, 2023 AND PASSED THIS 6TH DAY OF MARCH, 2023, AFTER A COPY OF THIS ORDINANCE AND REFERENCED FINAL PLAT HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS PASSAGE.

PRESIDENT OF THE COUNCIL

APPROVED THIS 6TH DAY OF MARCH, 2023

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

BILL NO. 2023-008

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE REZONING APPLICATION FOR HAIL RIDGE GOLF COURSE, LOCATED AT 17511 HWY 87.

WHEREAS, the City of Boonville, owner of the property hereinafter described and commonly referred to as Hail Ridge Golf Course, requests rezoning of 162 acres of property to R-A in the City of Boonville, Missouri; and

WHEREAS, The Planning and Zoning Commission has approved the rezoning application, herein attached and incorporated by reference as **Exhibit A**, and City Council held a public hearing on March 20, 2023 having first given fifteen days' notice of the time and place of such hearing in the Columbia Daily Tribune; and

WHEREAS, The City Council of the City of Boonville, Missouri does find and determine 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 of the Citizens.

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 162 acres of property into an R-A zoning 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-2 to C-1.

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: 21st DAY OF FEBRUARY, 2023

READ FOR THE SECOND TIME: 6TH DAY OF MARCH, 2023

**READ FOR THE THIRD TIME AND PASSED THIS 20TH DAY OF MARCH, 2023,
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 20TH DAY OF MARCH 2023.

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

P&Z COMMISSION
PROJECT COVER SHEET

Exhibit "A"

Property Name: Hail Ridge Golf Course

DATE: 2.6.23

OWNER: City of Boonville

PROJECT MANAGER/REPRESENTATIVE: Kate Fjell

ENGINEER: Mecor Engineering

LOCATION: 17511 Hwy 87, Boonville, MO 65233

SITE SIZE: 162 Acres ZONING: R-3, C-P, R-2, R-A

REQUESTED ACTION:

- | | |
|---|---|
| ☐ Zoning Application | ☐ Minor Subdivision |
| ☒ Re-zoning Application | ☐ Replat |
| ☐ Remodel/Renovation | ☐ Sign Variance |
| ☐ Site plan—preliminary | ☐ Plan update/Revision |
| ☐ Site plan—final | ☐ Standard update/Revision |

GENERAL DESCRIPTION:

When Hail Ridge Golf Course was initially annexed into the City, the owners were planning to reduce the golf course to 9 holes, build a housing subdivision, and reserve the maintenance shed area for future commercial growth. As a result of this approved preliminary plan, Hail Ridge Golf Course was annexed into the City with a variety of zoning areas, including an R-3, C-P, R-2 and R-A. Now that the City owns the golf course, there is no intention or plan of developing the area with housing. The City would like to put the golf course in an R-A zone; a more appropriate zone for the park.

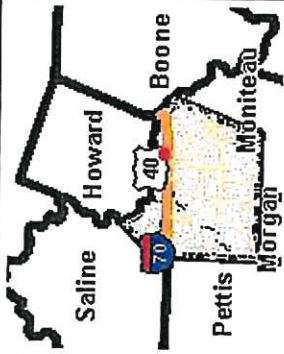
APPLICABLE STANDARDS AND CODES THAT APPLY:

Appendix C- Rezoning

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning.

Cooper County, MO

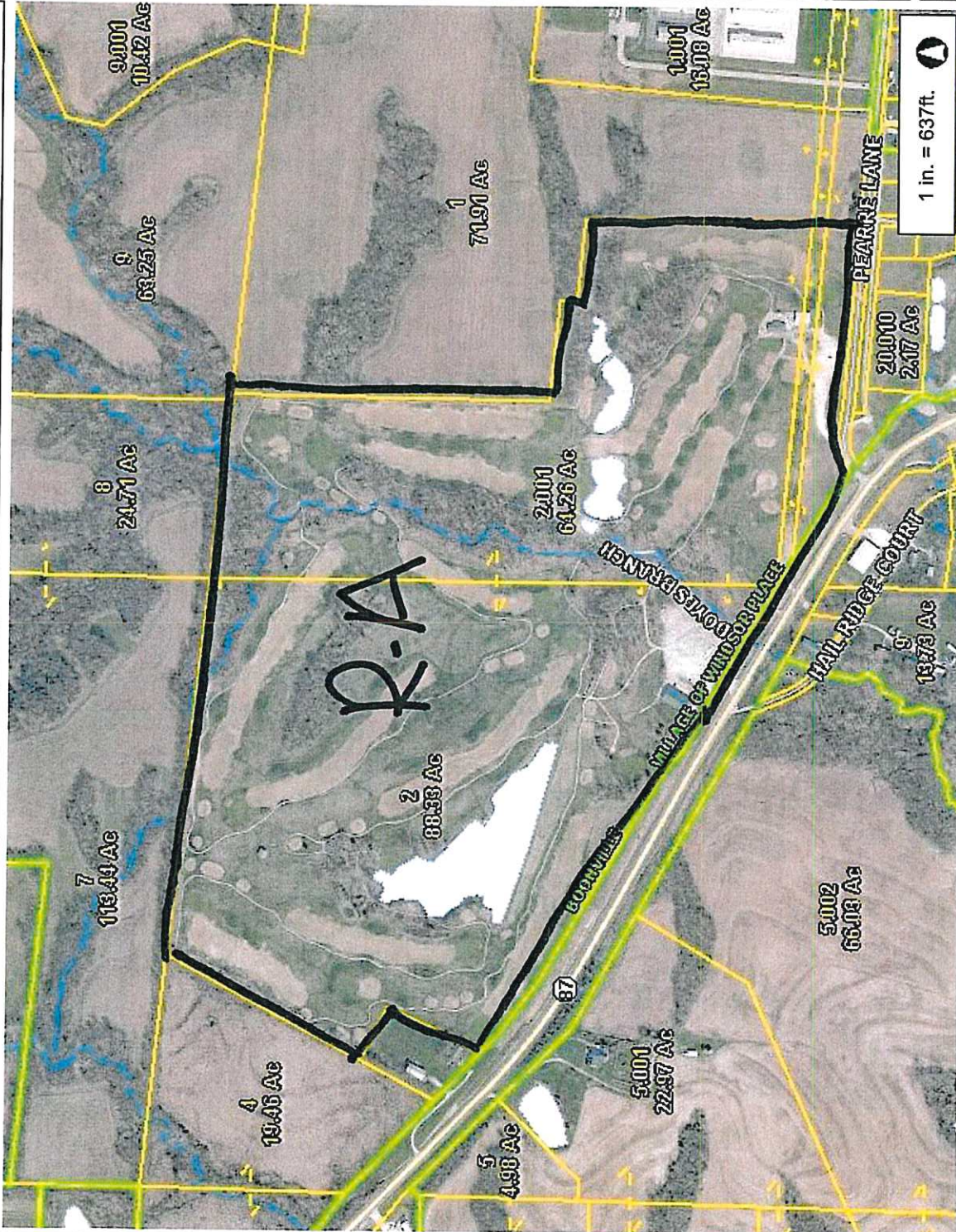


- Legend**
- Road
- <all other values>
 - Interstate
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - Railroad
 - Parcel
 - Parcel Number/Acres
 - Corporate Limit Line
 - Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
 - Stream
 - Water Boundary
 - County Boundary

**Proposed
New Zoning**

Notes

2.6.23



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



* 2 0 1 6 - 0 8 6 0 1 2 *

2016-0880

NANCY FISHER
RECORDER OF DEEDS
COOPER COUNTY MISSOURI
RECORDED ON
09:24AM

REC FEE: \$82.00
PAGES: 12

BILL NO. 2016-011

ORDINANCE NO. 4402

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE APPLICATION FOR CHANGE OF ZONING DISTRICT BOUNDARIES ON A 162-ACRE TRACT OF LAND COMMONLY KNOWN AS THE HAIL RIDGE GOLF COURSE AND APPROVING THE PRELIMINARY SUBDIVISION PLAN FOR A MIXED USE DEVELOPMENT CALLED THE SETTLEMENT AT HAIL RIDGE THEREON

WHEREAS, agents and representatives of Arthur Henry Properties, LLC have made application to begin the process of subdividing the above-referenced property in the City of Boonville for the mixed use development called The Settlement at Hail Ridge; and

WHEREAS, the current base zoning of the subject 162 acres described herein is dedicated to various uses ranging from Agricultural (R-A) to Planned Commercial (C-P), and the proposed subdivision plan filed contemporaneously with the rezoning request supports alteration to the base zoning to accommodate the planned uses laid out therein; and

WHEREAS, after review of the proposed rezoning map and the preliminary subdivision plan, along with the exhibits thereto, the Planning and Zoning Commission voted, on March 8, 2016, to recommend the approval of the rezoning and the preliminary subdivision plan, as each is depicted in **Exhibit 1** and **Exhibit 2**, respectively. The map depicting the areas to be rezoned and the preliminary subdivision plan are incorporated herein as if set forth fully in this ordinance; and

WHEREAS, a Notice of Public Hearing appeared in the Boonville Daily News on March 4, 2016, which was followed by a public hearing held on March 21, 2016 at 7:00 p.m.; and

WHEREAS, City Council approval of the rezoning and approval of the subdivision plan will permit the developer to proceed with the detailed plats and site plans which must be approved prior to issuance of any City building permits for construction.

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

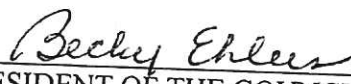
SECTION 1: That the application for rezoning of 162 acres of the property belonging to Arthur Henry Properties, LLC, depicted in **Exhibit 1**, be and is hereby approved.

SECTION 2: That the zoning district boundaries within the subject property shall be redrawn in accordance with the tracts as same are legally described in **Exhibit 1-A** and shown on the boundary survey map at **Exhibit 1-B**.

SECTION 3: That the preliminary subdivision plan for The Settlement at Hail Ridge, as set out in **Exhibit 2**, be and is hereby approved, pursuant to Section 4, Appendix A – Subdivisions Regulations of the Code of General Ordinances of the City of Boonville.

SECTION 4: This ordinance shall take effect and be in full force from passage of this ordinance.

READ FOR THE FIRST TIME THE 21ST DAY OF MARCH, 2016 AND PASSED THIS 4TH DAY OF APRIL, 2016, AFTER A COPY OF THIS ORDINANCE AND REFERENCED SUBDIVISION PLAN AND REZONING PROPOSAL HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS PASSAGE.


PRESIDENT OF THE COUNCIL-PROTEM

APPROVED THIS 4TH DAY OF APRIL, 2016


BECKY EHLERS, MAYOR PROTEM

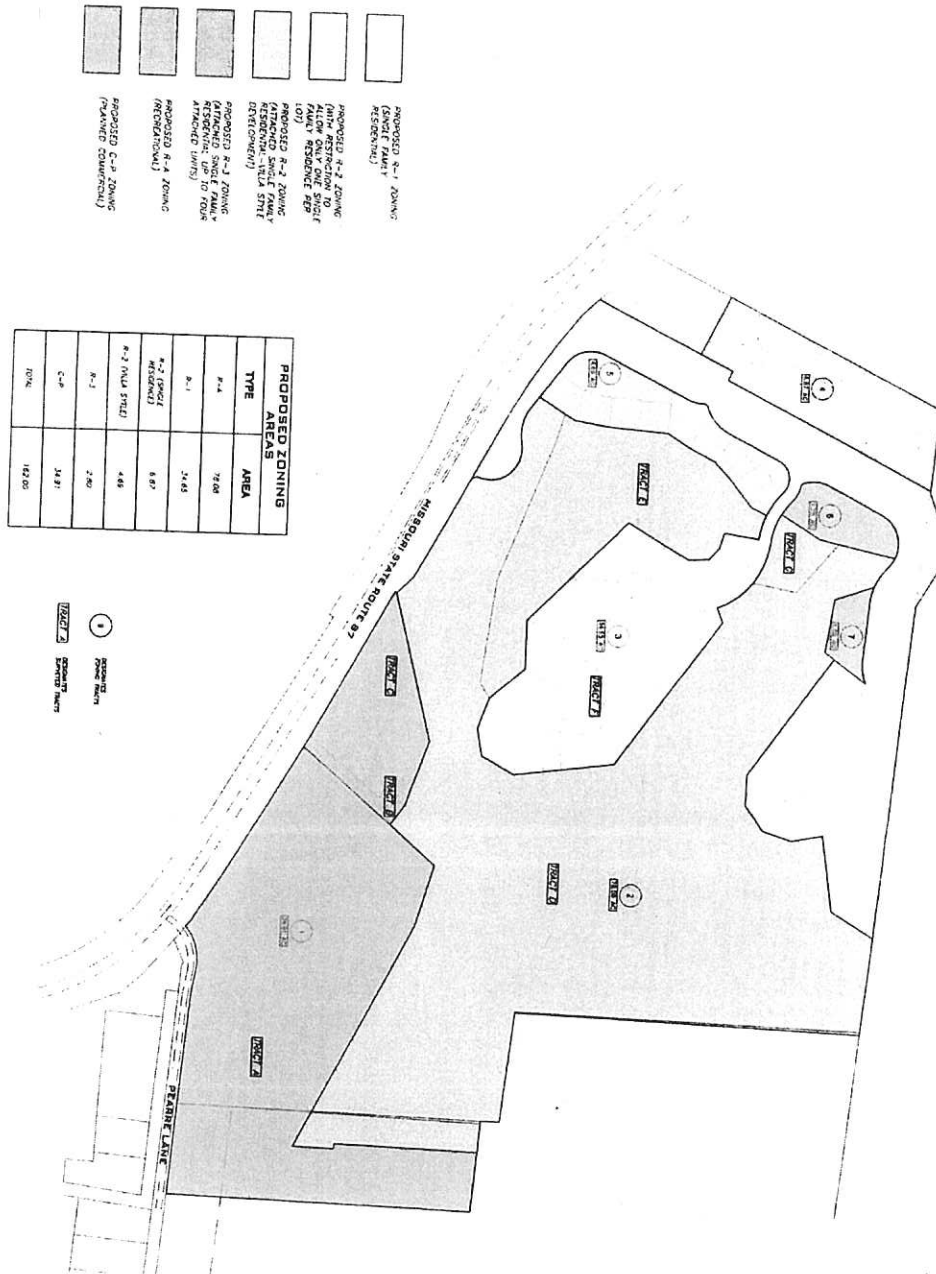
ATTEST:


TERESA STUDLEY, CITY CLERK

REZONING EXHIBIT THE SETTLEMENT AT HAIL RIDGE

MARCH 10, 2016

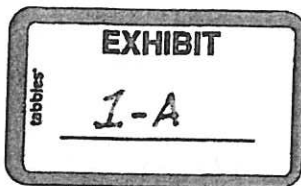
EXHIBIT
1



PROPOSED ZONING AREAS	
TYPE	AREA
R-1	16.68
R-2	24.43
R-3	6.87
R-4	4.48
R-5	2.80
R-6	14.37
TOTAL	142.00

PROPOSED
ZONING
AREAS





March, 2016

**THE SETTLEMENT AT HAIL RIDGE
"REZONING LEGAL DESCRIPTIONS"**

Tract 1 (C-P)

A tract of land located in the North half and the Southeast Quarter of Section 8, Township 48 North, Range 16 West, Boonville, Cooper County, Missouri and being described by the warranty deeds recorded in Book 548, Page 4, and Book 2012, page 922, also being shown in part by the survey recorded in Book 7, Page 95, and the survey recorded in Book 8, Page 62, all of the Cooper County records and being more particularly described as follows:

Commencing at the northeast corner of said Section 8, as shown by the surveys in Book 7, Page 95 and Book 8, Page 62, and the corner restoration document number 600-48006, Thence along the North line of said section N 84°25'35"W 1888.04 feet to the northeast corner of the strip of land described in the warranty deed recorded in Book 2012, Page 922, Parcel F; Thence leaving said section line and along the eastern line of said strip S 01°41'15"W 1392.33 feet to the southeast corner of said strip and to the boundary line of the tract described in the warranty deed recorded in Book 121, Page 500; Thence along said boundary line S 84°13'50"E 444.75 feet; Thence S 01°23'25"W 78.70 feet to the northwest corner of the strip of land described in the warranty deed recorded in Book 2012, Page 922, Parcel G; Thence leaving said boundary line and along the North line of said strip N 83°34'15"E 10.64 feet to the northeast corner of said strip, also being the northwest corner of the tract shown by survey recorded in Book 8, Page 62, and described in the warranty deed recorded in Book 2012, Page 922, Parcel C; Thence along the boundary line of said tract S 85°19'15"E 115.15 feet to the Point of Beginning;

Thence continuing along said boundary line S 85°19'15"E 235.36 feet; Thence continuing along said boundary line S 01°26'00"W 1232.48 feet to the North line of Pearre Lane as described in the warranty deed recorded in Book 149, Page 83; Thence along said North line for the following 3 calls N 85°00'30"W 808.74 feet; Thence N 79°54'25"W 112.45 feet; Thence along a 207.00-foot radius curve to the left, 167.26 feet, said curve having a chord which bears S 71°50'35"W 162.75 feet to a point on the northerly, or left right-of-way line of Highway 87, said point being 100.00 feet left of and perpendicular to centerline station 89+64.57; Thence along said Highway 87 right-of-way line for the following 6 calls: along a non-tangent 1,141.74-foot radius curve to the left 32.91 feet, said curve having a chord which bears N 52°40'55"W 32.91 feet; Thence N 57°08'00"W 209.51 feet; Thence N 59°00'30"W 234.57 feet to a point 100.00 feet left of and perpendicular to centerline station 85+00.00; Thence N 59°00'30"W 400.00 feet; Thence N 61°18'30"W 702.77 feet to a point 80.00 feet left of and perpendicular to centerline station 74+00.00; Thence N 29°27'45"E 8.20 feet; Thence leaving said Highway 87 right-of-way line, N 75°24'55"W 611.50 feet; Thence S 70°13'30"E 274.81 feet; Thence S 53°32'15"E 96.82 feet; Thence N 39°48'30"E 243.78 feet; Thence S 73°20'55"E 252.80 feet; Thence S 62°52'20"E 1010.73 feet; Thence N 01°30'40"E 166.47 feet; Thence S 90°00'00"W 20.01 feet; Thence N 01°30'40"E 583.33 feet to the Point of Beginning and containing 34.91 acres.

Tract 2 (R-A)

A tract of land located in the North half of Section 8, Township 48 North, Range 16 West, Boonville, Cooper County, Missouri and being described by the warranty deeds recorded in Book 548, Page 4, and Book 2012, page 922, also being shown in part by the survey recorded in Book 7, Page 95, and the survey recorded in Book 8, Page 62, all of the Cooper County records and being more particularly described as follows:

Commencing at the northeast corner of said Section 8, as shown by the surveys in Book 7, Page 95 and Book 8, Page 62, and the corner restoration document number 600-48006, Thence along the North line of said section N 84°25'35"W 1888.04 feet to the northeast corner of the strip of land described in the warranty deed recorded in Book 2012, Page 922, Parcel F and also being the Point of Beginning;

Thence leaving said section line and along the eastern line of said strip S 01°41'15"W 1392.33 feet to the southeast corner of said strip and the boundary line of the tract described in the warranty deed recorded in Book 121, Page 500; Thence along said boundary line S 84°13'50"E 444.75 feet; Thence S 01°23'25"W 78.70 feet to the northwest corner of the strip of land described in the warranty deed recorded in Book 2012, Page 922, Parcel G; Thence leaving said boundary line and along the North line of said strip N 83°34'15"E 10.64 feet to the northeast corner of said strip, also being the northwest corner of the tract of land shown by survey recorded in Book 8, Page 62, and described in the warranty deed recorded in Book 2012, Page 922, Parcel C; Thence along the boundary line of said tract S 85°19'15"E 115.15 feet; Thence leaving said boundary line, S 01°30'40"W 583.33 feet; Thence N 90°00'00"E 20.01 feet; Thence S 01°30'40"W 166.47 feet; Thence N 62°52'20"W 1010.73 feet; Thence N 73°20'55"W 252.80 feet; Thence S 39°48'30"W 243.78 feet; Thence N 53°32'15"W 96.82 feet; Thence N 70°13'30"W 274.81 feet; Thence S 75°24'55"W 611.50 feet to a point on the northerly, or left right-of-way line of Highway 87, said point being 88.20 feet left of and perpendicular to centerline station 74+00.00; Thence along said Highway 87 right-of-way line, N 44°00'55"W 93.62 feet; Thence continuing along said right-of-way line, N 60°45'50"W 441.59 feet; Thence leaving said right-of-way line along a 30.00-foot curve to the right, 42.51 feet, said curve having a chord which bears N 20°10'20"W 39.04 feet; Thence along a 125.00-foot curve to the left, 264.59 feet, said curve having a chord which bears N 40°13'20"W 217.89 feet; Thence along a 175.00-foot curve to the right, 146.28 feet, said curve having a chord which bears N 76°55'00"W 142.05 feet; Thence N 52°58'15"W 58.01 feet; Thence N 31°52'15"E 168.93 feet; Thence N 09°04'05"E 143.01 feet; Thence N 04°18'55"E 238.98 feet; Thence N 31°51'15"E 105.78 feet; Thence N 26°25'45"E 114.37 feet; Thence N 46°21'10"E 110.81 feet; Thence N 50°35'10"E 117.24 feet; Thence N 25°29'35"E 70.42 feet; Thence along a non-tangent 325.00-foot curve to the left, 98.26 feet, said curve having a chord which bears S 73°10'05"E 97.88 feet; Thence S 08°10'15"W 140.00 feet; Thence S 73°49'40"E 64.08 feet; Thence S 47°47'40"E 60.16 feet; Thence S 03°12'30"E 83.17 feet; Thence S 29°37'35"W 281.62 feet; Thence S 45°17'40"E 564.17 feet; Thence S 89°37'20"E 196.17 feet; Thence S 40°30'40"E 185.80 feet; Thence S 70°13'10"E 130.38 feet; Thence N 79°02'00"E 111.30 feet; Thence N 28°05'25"E 149.42 feet; Thence N 07°29'45"W 407.35 feet; Thence N 54°18'45"W 715.93 feet; Thence S 68°47'00"W 62.94 feet; Thence along a non-tangent 325.00-foot curve to the left, 351.79 feet, said curve having a chord which bears N 52°13'35"W 334.87 feet; Thence along a 275-foot reverse curve to the right 120.82 feet, said

curve having a chord which bears N 70°38'55"W 119.86 feet; Thence N 30°10'00"E 184.98 feet; Thence N 12°09'05"E 310.76 feet; Thence along a non-tangent 125.00-foot curve to the right 29.73 feet, said curve having a chord which bears S 56°58'40"E 29.66 feet; Thence S 50°09'45"E 42.01 feet; Thence along a 225.00-foot curve to the left 67.28 feet, said curve having a chord which bears S 58°43'45"E 67.03 feet; Thence S 19°31'15"E 167.74 feet; Thence S 81°07'35"E 214.75 feet; Thence N 37°06'35"E 46.93 feet; Thence S 54°33'10"E 579.54 feet; Thence S 88°50'15"E 121.53 feet; Thence N 53°36'45"E 122.43 feet; Thence N 17°24'15"E 122.43 feet; Thence N 11°08'35"W 129.22 feet; Thence N 81°41'05"E 299.85 feet; Thence N 30°24'10"E 199.65 feet to the North line of said Section 8; Thence along said North line S 84°25'35"E 389.15 feet to the Point of Beginning and containing 78.08 acres.

Tract 3 (R-1)

A tract of land located in the North half of Section 8, and the Southwest quarter of Section 5, Township 48 North, Range 16 West, Boonville, Cooper County, Missouri and being described by the warranty deeds recorded in Book 548, Page 4, Book 2012, page 922, and Book 2013, Page 835, also being shown in part by the survey recorded in Book 7, Page 95, all of the Cooper County records and being more particularly described as follows:

Commencing at the northeast corner of said Section 8, as shown by the surveys in Book 7, Page 95 and Book 8, Page 62, and the corner restoration document number 600-48006, Thence along the North line of said section N 84°25'35"W 2277.19 feet to the Point of Beginning;

Thence leaving said North line S 30°24'10"W 199.65 feet; Thence S 81°41'05"W 299.85 feet; Thence S 11°08'35"E 129.22 feet; Thence S 17°24'15"W 122.43 feet; Thence S 53°36'45"W 122.43 feet; Thence N 88°50'15"W 121.53 feet; Thence N 54°33'10"W 579.54 feet; Thence N 35°26'50"E 157.75 feet; Thence along a 225.65-foot curve to the right, 101.47 feet, said curve having a chord which bears S 82°39'10"W 100.61 feet; Thence N 84°25'35"W 224.31 feet; Thence along 225.00-foot curve to the right, 134.55 feet, said curve having a chord which bears N 67°17'40"E 132.56 feet; Thence N 50°09'45"W 42.01 feet; Thence along a 125.00-foot curve to the left, 225.60 feet, said curve having a chord which bears S 78°08'00"W 196.20 feet; Thence S 26°25'45"W 244.33 feet; Thence along a 125.00-foot curve to the left, 69.64 feet, said curve having a chord which bears S 10°28'10"W 68.74 feet; Thence S 05°29'25"E 29.29 feet; Thence along a 20.00-foot curve to the left, 25.10 feet, said curve having a chord which bears S 41°27'00"E 23.49 feet; Thence along a 125.00-foot reverse curve to the right, 71.39 feet, said curve having a chord which bears S 61°03'00"E 70.42 feet; Thence along a 275.00-foot reverse curve to the left, 185.01 feet, said curve having a chord which bears S 63°57'45"E 181.54 feet; Thence along a 325.00-foot reverse curve to the right, 351.79 feet, said curve having a chord which bears S 52°13'35"E 334.87 feet; Thence N 68°47'00"E 62.94 feet; Thence S 54°18'45"E 715.93 feet; Thence S 07°29'45"E 407.35 feet; Thence S 28°05'25"W 149.42 feet; Thence S 79°02'00"W 111.30 feet; Thence N 70°13'10"W 130.38 feet; Thence N 40°30'40"W 185.80 feet; Thence N 89°37'20"W 196.17 feet; Thence

N 45°17'40"W 564.17 feet; Thence N 29°37'35"E 281.62 feet; Thence N 03°12'30"W 83.17 feet; Thence N 47°47'40"W 60.16 feet; Thence N 73°49'40"W 64.08 feet; Thence N 08°10'15"E 140.00 feet; Thence along a non-tangent 325.00-foot curve to the right, 210.67 feet, said curve having a chord which bears N 63°15'30"W 207.00 feet; Thence along a 75.00-foot reverse curve to the left, 142.53 feet, said curve having a chord which bears S 80°52'10"E 122.03 feet; Thence S 26°25'45"E 232.21 feet; Thence along a 175.00-foot curve to the right, 136.99 feet, said curve having a chord which bears S 48°51'15"W 133.52 feet; Thence S 71°16'50"W 1.96 feet; Thence along a 20.00-foot curve to the left, 25.10 feet, said curve having a chord which bears S 35°19'15"W 23.49 feet; Thence along a 125.00-foot reverse curve to the right, 59.05 feet, said curve having a chord which bears S 12°53'40"W 58.51 feet; Thence S 26°25'45"W 381.61 feet; Thence along a 125.00-foot curve to the left, 173.22 feet, said curve having a chord which bears S 13°16'15"E 159.69 feet; Thence S 52°58'15"E 233.03 feet; Thence along a 175.00-foot curve to the left, 146.28 feet, said curve having a chord which bears S 76°55'00"E 142.05 feet; Thence along a 125.00-foot reverse curve to the right, 264.59 feet, said curve having a chord which bears S 40°13'20"E 217.89 feet; Thence along a 30.00-foot reverse curve to the left, 42.51 feet, said curve having a chord which bears S 20°10'20"E 39.04 feet to the northerly, or left right-of-way line of Highway 87; Thence continuing along said right-of-way line for the following 3 calls: N 60°45'50"W 282.29 feet; Thence along a 2717.11-foot curve to the right, 524.50 feet, said curve having a chord which bears N 55°19'25"W 523.69 feet; Thence N 43°35'35"W 87.74 feet to a point approximately 123.09 feet left of and perpendicular to centerline station 149+08.79, and also being the southeast corner of the tract described by the warranty deed recorded in Book 2013, Page 3390; Thence leaving said right-of-way line and along the boundary line of said tract, N 26°25'45"E 463.80 feet; Thence leaving said boundary line, N 26°25'45"E 145.00 feet; Thence S 63°34'15"E 41.20 feet; Thence N 26°25'45"E 929.73 feet to the North line of said Section 8; Thence along said North line S 84°25'35"E 7.68 feet; Thence leaving said North line N 68°37'00"E 133.99 feet; Thence N 79°35'50"E 50.00 feet; Thence S 82°35'05"E 134.40 feet; Thence S 59°23'50"E 116.22 feet; Thence S 59°30'15"E 49.85 feet to the North Line of said Section 8; Thence along said North line S 84°25'35"E 884.47 feet to the North quarter corner of said Section 8; Thence S 84°25'35"E 443.78 feet to the Point of Beginning and containing 34.65 acres.

Tract 4 (R-2)

A tract of land located in the northwest quarter of Section 8, Township 48 North, Range 16 West, Boonville, Cooper County, Missouri and being described by the warranty deeds recorded in Book 548, Page 4, and Book 2012, page 922, also being shown in part by the survey recorded in Book 7, Page 95, all of the Cooper County records and being more particularly described as follows:

Commencing at the northeast corner of said Section 8, as shown by the surveys in Book 7, Page 95 and Book 8, Page 62, and the corner restoration document number 600-48006, Thence along the North line of said section N 84°25'35"W 2720.98 feet to the North quarter corner of Section 8; Thence continuing along said North line N 84°25'35"W 1344.49 feet to the Point of Beginning;

Thence leaving said North line S 26°25'45"W 929.73 feet; Thence N 63°34'15"W 41.20 feet; Thence S 26°25'45"W 145.00 feet to the northeast corner of the tract described by the Warranty Deed recorded in Book 2013, Page 3390; Thence along the North line of said tract, N 63°34'15"W 258.80 feet to the East line of the tract described by the Warranty Deed recorded in Book 155, Page 704; Thence leaving said North line and along said East line N 26°25'45"E 960.43 feet to the North line of said Section 8; Thence leaving said East line and along said North line N 84°25'35"E 321.03 feet to the Point of Beginning and containing 6.87 acres.

Tract 5 (R-2)

A tract of land located in the northwest quarter of Section 8, Township 48 North, Range 16 West, Boonville, Cooper County, Missouri and being described by the warranty deeds recorded in Book 548, Page 4, and Book 2012, page 922, also being shown in part by the survey recorded in Book 7, Page 95, all of the Cooper County records and being more particularly described as follows:

Commencing at the northeast corner of said Section 8, as shown by the surveys in Book 7, Page 95 and Book 8, Page 62, and the corner restoration document number 600-48006, Thence along the North line of said section N 84°25'35"W 2720.98 feet to the North quarter corner of Section 8; Thence leaving said North line S 66°38'45"W 1332.84 feet to the Point of Beginning;

Thence S 25°29'35"W 70.42 feet; Thence S 50°35'10"W 117.24 feet; Thence S 46°21'10"W 110.81 feet; Thence S 26°25'45"W 114.37 feet; Thence S 31°51'15"W 105.78 feet; Thence S 04°18'55"W 238.98 feet; Thence S 09°04'05"W 143.01 feet; Thence S 31°52'15"W 168.93 feet; Thence N 52°58'15"W 175.02 feet; Thence along a 125.00-foot curve to the right, 173.22 feet, said curve having a chord which bears N 13°16'15"W 159.69 feet; Thence N 26°25'45"E 381.61 feet; Thence along a 125.00-foot curve to the left, 59.05 feet, said curve having a chord which bears, N 12°53'40"E 58.51 feet; Thence along a 20.00-foot reverse curve to the right, 25.10 feet, said curve having a chord which bears N 35°19'15"E 23.49 feet; Thence N 71°16'15"E 1.96 feet; Thence along a 175.00-foot curve to the left, 136.99 feet, said curve having a chord which bears N 48°51'15"E 133.52 feet; Thence N 26°25'45"E 232.21 feet; Thence along a 75.00-foot curve to the right, 142.53 feet, said curve having a chord which bears N 80°52'10"W 122.03 feet; Thence along a 325.00-foot reverse curve to the left, 112.41 feet, said curve having a chord which bears S 54°35'55"E 111.86 feet to the Point of Beginning and containing 4.69 acres.

Tract 6 (R-3)

A tract of land located in the northwest quarter of Section 8, Township 48 North, Range 16 West, Boonville, Cooper County, Missouri and being described by the warranty deeds recorded in Book 548, Page 4, and Book 2012, page 922, also being shown in part by the survey recorded in Book 7, Page 95, all of the Cooper County records and being more particularly described as follows:

Commencing at the northeast corner of said Section 8, as shown by the surveys in Book 7, Page 95 and Book 8, Page 62, and the corner restoration document number 600-48006, Thence along the North line of said section N 84°25'35"W 2720.98 feet to the North quarter corner of Section 8; Thence leaving said North line S 89°45'05"W 1070.88 feet to the Point of Beginning;

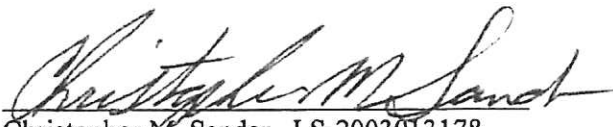
Thence S 12°09'05"W 310.76 feet; Thence S 30°10'00"W 184.98 feet; Thence along a 275.00-foot curve to the right, 64.19 feet, said curve having a chord which bears N 51°22'30"W 64.04 feet; Thence along a 125.00-foot reverse curve to the left, 71.39 feet, said curve having a chord which bears, N 61°03'00"W 70.42 feet; Thence along a 20.00-foot reverse curve to the right, 25.10 feet, said curve having a chord which bears N 41°27'00"W 23.49 feet; Thence N 05°29'25"W 29.29 feet; Thence along a 125.00-foot curve to the right, 69.64 feet, said curve having a chord which bears N 10°28'10"E 68.74 feet; Thence N 26°25'45"E 244.33 feet; Thence along a 125.00-foot curve to the right, 195.87 feet, said curve having a chord which bears N 71°19'05"E 176.44 feet to the Point of Beginning and containing 1.78 acres.

Tract 7 (R-3)

A tract of land located in the northwest quarter of Section 8, Township 48 North, Range 16 West, Boonville, Cooper County, Missouri and being described by the warranty deeds recorded in Book 548, Page 4, and Book 2012, page 922, also being shown in part by the survey recorded in Book 7, Page 95, all of the Cooper County records and being more particularly described as follows:

Commencing at the northeast corner of said Section 8, as shown by the surveys in Book 7, Page 95 and Book 8, Page 62, and the corner restoration document number 600-48006, Thence along the North line of said section N 84°25'35"W 2720.98 feet to the North quarter corner of Section 8; Thence leaving said North line S 79°15'35"W 578.54 feet to the Point of Beginning;

Thence S 35°26'50"W 157.75 feet; Thence S 37°06'35"W 46.93 feet; Thence N 81°07'35"W 214.75 feet; Thence N 19°31'15"W 167.74 feet; Thence along a non-tangent 225.00-foot curve to the left, 67.28 feet, said curve having a chord which bears S 75°51'40"E 67.03 feet; Thence S 84°25'35"E 224.31 feet; Thence along a 225.65-foot curve to the left, 101.47 feet, said curve having a chord which bears N 82°39'10"E 100.61 feet to the Point of Beginning and containing 1.02 acres.


Christopher M. Sander LS-2003013178

3/10/12
Date



Date: March 6, 2023

To: Mayor and Council

From: Teresa Studley, Assistant to the City Administrator

Re: First reading of Bill No. 2023-009 Ordinance amending rates to be paid Water and Wastewater services

As you recall from the last council meeting, Kate discussed the Schedule of Administrative Fees, regarding the water and wastewater rates. The exhibit referenced within the ordinance represents an increase of 9.5% in water and 8.5% in sewer. Therefore, a 4000-gallon average usage of water consumer's bill would be \$11.01 more and a minimal usage consumer would be \$6.63 more.

Teresa Studley

BILL NO. 2023-009

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING THE WATER SERVICE RATES AND WASTEWATER SERVICE RATES PORTIONS OF THE SCHEDULE OF ADMINISTRATIVE FEES (APPENDIX G IN THE CODE OF GENERAL ORDINANCES); PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE

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

WHEREAS: the attached Exhibit amending the Water Service Rates section (21-157 (a)(4)(c) and Wastewater Sewer Rates section 21-148 (d)(3) portions of the Schedule of Administrative Fees, Revised April 1, 2023, is based on City paying all expenses associated with said water and wastewater systems and to charge the users of said system accordingly.

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

SECTION 1: That the City of Boonville, Missouri shall amend the **Water Service Rates Section 21-157 (a)(4)(c) and Wastewater Sewer Rates Section 21-148 (d)(3)** of the Schedule of Administrative Fees (Appendix G in the Code of General Ordinances), prescribed and set forth in the two amended portions of the **Schedule of Administrative Fees, Revised April 1, 2023** attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That the rates set forth herein, shall become effective April 1, 2023.

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

FIRST READING: MARCH 6, 2023

READ FOR THE SECOND TIME AND PASSED THIS 20th DAY OF MARCH 2023 AFTER A COPY OF THIS ORDINANCE AND REFERENCE REVISED SCHEDULE OF ADMINISTRATIVE FEES HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.

President of the Council

APPROVED THIS 20th DAY OF MARCH 2023.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

Exhibit A -- Water - 9.5% and Sewer 8.5% increase

Revised April 1, 2023

CITY OF BOONVILLE SCHEDULE OF ADMINISTRATIVE FEES

Code Section	Description	Fee
21-157 (a) (4) (c)	Water Service Rates, per month:	
	1. For the first one thousand (1,000) gallons of water consumed each month, the amount shall be appropriate minimum monthly water rate charge given below.*	Minimum Monthly Charges per Meter Size Below*
	2. For the next nine thousand (9,000) gallons of water consumed each month, at a rate of:	\$8.34 per each one thousand (1,000) gallons
	3. For the next forty thousand (40,000) gallons of water consumed each month, at a rate of:	\$6.49 per each one thousand (1,000) gallons
	4. For the next actual usage of water consumed each month, at a rate of:	\$5.92 per each one thousand (1,000) gallons

**CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES**

Code Section	Description	Fee
	Water, Sewer, and Solid Waste Disposal Fees (cont.)	
21-157 (a) (4) (c)	Water Service Rates, per month: (cont.)	
	*Minimum Monthly Charge Per meter Size:	
	5/8 inch and 3/4 inch meter	\$30.21
	1 inch meter	\$51.22
	1 1/2 inch meter	\$86.71
	2 inch meter	\$130.04
	3 inch meter	\$229.88
	4 inch meter	\$373.06
	6 inch meter	\$730.38
21-158 (b)	Water Service Rates each month for Consumers Outside the City Limits	2 times the water rate for the same amount of water supplied to consumers within the city limits
	Water Service Rates each month for Consolidated Public Water Supply District #1 of Cooper County	10% Less the water rate for the same amount of water supplied to consumers within the city limits
21-148 (d) (3)	Wastewater Sewer Rates:	
	Fixed charge per month per meter:	\$24.65 per meter
	In addition, each contributor shall pay a commodity charge for operations and maintenance including a cost per one thousand (1,000) gallons of metered water (or wastewater) per month:	\$9.22 per one thousand (1,000) gallons
	Therefore, the minimum charge each month will be:	\$33.87 per month
21-148 (d)(6)(d)	Sewer Service Rates each month for users outside the corporate limits of the city:	2 times the regular rate

Date: March 6, 2023

To: Mayor and Council

From:

Re: First Reading of Bill No. 2023-010 Approving a land lease with Missouri Department of Natural Resources for Katy Caboose

This is a renewal of one of several leases the City has with Missouri DNR at the "Depot District". This City currently leases ground at the Visitor's Center, the Caboose, the Katy Bridge and Depot, since all of these areas are part of the Katy Trail State Park and the Rails to Trails Agreement when the Katy Trail was first created. The City maintains the grounds, mowing, stocking bathrooms, etc.as a part of these leases in lieu or payments.

The proposed lease is for 10 years.

BILL NO. 2023-010

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING THE MAYOR TO RENEW THE LAND LEASE AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE LAND UNDER THE CABOOSE AND RAILROAD SIGNAL FOR INTERPRETATION AND HISTORICAL DISPLAY NEAR THE KATY DEPOT; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS: The Missouri Department of Natural Resources became the owner of the Katy Trail State Park property in 1987 and in July 1993 leased a one thousand square foot (20 feet X 50 feet) lot near the Katy Depot to the City of Boonville for the placement of a caboose for interpretation and historical display; and

WHEREAS: At the renewal of the lease in 2003, the use of the lot was expanded to include the old Spring Street railroad crossing signal light, bell and sound system; and

WHEREAS: the City Council desires to continue to capitalize on the economic opportunities that are available in this unique location due to its historical significance and close proximity to other railroad entities including the Katy Depot, Gingrich Warehouse, Katy Trail and Katy Bridge.

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

SECTION 1: That the land as set out and described in the Land Lease Agreement for the one thousand square feet (20 feet X 50 feet) area designated for the caboose and railroad crossing signal, bell and sound system interpretation and historical display marked "Exhibit A" attached hereto is hereby approved for lease under the terms and conditions enumerated.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute such documents as may be necessary to successfully complete the lease assignment of this property to the City of Boonville.

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

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: March 6, 2023

READ FOR THE SECOND TIME THIS 20th DAY OF MARCH 2023, AFTER A COPY OF THIS ORDINANCE AND REFERENCED DOCUMENTS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READING.

President of the Council

APPROVED THIS 20th DAY OF MARCH, 2023

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

**STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
LAND LICENSE AGREEMENT**

THIS AGREEMENT, NO. CO2304 (Agreement), entered into this ____ day of _____, 2023, by and between the **MISSOURI DEPARTMENT OF NATURAL RESOURCES** (Licensor) and the **CITY OF BOONVILLE, a city of the third class under the laws of the State of Missouri, located in Cooper County, Missouri** (Licensee).

WHEREAS, Licensor is responsible for the management of Missouri's state parks and historic sites pursuant to authority granted by § 640.010.3 and § 253.040, RSMo; and

WHEREAS, Licensor owns and manages the Katy Trail State Park (Trail) as a public recreational trail in accordance with the terms of an Interim Trail Use Agreement between Licensor and the Missouri-Kansas-Texas Railroad Company signed on June 25, 1987, consistent with the National Trails System Act 16 USC 1247(d) and 49 CFR pt. 1152; and

WHEREAS, Licensor's ownership and management of the Trail is subject to the terms of that Interim Trail Use Agreement and the requirements of the decision and Certificate of Interim Trail Use issued by the Interstate Commerce Commission in Docket Number AB-102 (Sub-No. 13) on April 27, 1987; and

WHEREAS, Licensee is a city of the third class organized under the laws of the State of Missouri and wishes to continue displaying a Caboose on a portion of the Trail in Cooper County, Missouri for public display, preservation, and interpretation of Boonville's railroad heritage and its place in railroad commerce history; and

WHEREAS, Licensor is willing to permit Licensee to use portions of the Trail subject to the terms and provisions of this Agreement because such use will promote the park program and the general welfare, and will further Licensor's mission to provide outstanding recreational opportunities compatible with the state's most outstanding natural landscapes and cultural landmarks.

WHEREAS, this License will supersede and replace the previous license CPR930A as of July 1, 2023.

NOW THEREFORE, in consideration of the covenants and agreement hereinafter set forth, the parties agree as follows:

1. Licensed Premises: In consideration of \$1.00 (One Dollar) per year and the additional cooperative, interpretive, facility enhancement, and educational services Licensee' use will provide to the Katy Trail State Park, and of the covenants and agreements as hereinafter set forth, Licensor hereby licenses unto Licensee the following described premises (Licensed Premises) in the County of Cooper, State of Missouri, which is owned and administered by the Licensor, to-wit:

Caboose Location:

One thousand square feet (20 feet x 50 feet) along Mile Post 171, between Main Track Valuation Chaining Station 10122 and 10124, situated along the former Missouri-Kansas-Texas Railroad Main Line within the town of Boonville, County of Cooper, State of Missouri, Section 35, Township 49 North, Range 17 West, excluding the Katy Depot hereinafter "Premises", as depicted on Exhibit A, attached hereto and incorporated by reference.

2. Term: This Agreement shall be effective the date it is signed by Licensor and shall continue in force and effect for a period of 10 years from that date (June 30, 2033) so long as it is used for the purpose set forth in this Agreement or until any railroad operation is required pursuant to the National Trails System Act, at which time this Agreement may be assigned to railroad authority, unless terminated by either party giving the other party not less than 30 days advance written notice of an intention to terminate. Licensee may renew this Agreement with the approval of Licensor under terms to be negotiated no sooner than 120 days or less than 30 days prior to the expiration of this term.

3. Licensee' Use: Licensee covenants and agrees that during the term of this License it will use the Premises for location of its caboose and the old Springs Street railroad crossing signal light, bell and a sound system for interpretation and historical display. The Premises shall not be used for the sale of any goods and there will be no point of sale on the Premises, for any purpose. Licensee agrees to use the Premises in a manner as not to interfere with the safe operation, maintenance, and use of the Katy Trail State Park. Parties shall mutually agree upon the volume and frequency of bell and sound system use to insure a quality experience for Katy Trail State Park users.

- a. Licensee further agrees and covenant that in their use of the Licensed Premises, Licensee shall:
 - i. Comply with all applicable laws, regulations, ordinances, and policies, and any applicable requirements of any public authorities, boards, or officers in the use and operation of the Licensed Premises, including all city, state and federal requirements for accessibility related to public access to the Licensed Premises. Licensee further agree and covenants not to permit the Licensed Premises to be used for any illegal or immoral purpose, business, or occupation, or any use which would interfere with the public recreational trail purpose of Licensor's Trail;
 - ii. Make no use of the Licensed Premises for conducting the sale of any goods, nor operating or permitting any point of sale within the Licensed Premises;
 - iii. Provide all costs, materials, labor, and staffing associated with the location, restoration, maintenance, use, security, supervision, and property

insurance coverage of the Caboose, and for any community programming to be provided by Licensee;

- iv. Take precautions to prevent vandalism through the use of shatterproof windows, vandal-proof paint, and security lighting;
- v. Licensee must acquire and maintain, during the term of this license, general liability insurance in coverage in the amount sufficient to protect Licensor, the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage and/or expense related to Licenses' use of the Licensed Premises. The general liability insurance policy shall include an endorsement that adds Licensor as an additional insured. Written evidence of the insurance shall be provided by the licensee to the Licensor no later than 30 calendar days after the date of the receipt of the signed license agreement. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the Missouri Department of Natural Resources as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the Department is protected as an additional insured.
- vi. Perform regular maintenance and care for the caboose and grounds of the Licensed Premises, including mowing of grass, care of shrubs, and general landscaping, repainting, structural repair, rust removal, and keep the whole of the Licensed Premises in a clean, sanitary, and satisfactory condition to Licensor; and
- vii. Use the Licensed Premises in such a manner as not to interfere with the safe operation, maintenance, and use of the Trail by Licensor or the public. The parties acknowledge that Licensor's interest in the Trail constitutes an exclusive right-of-way easement, and this License grants permission to Licensee to use a portion of said easement. It is Licensee's responsibility to obtain any other necessary permissions, licenses, or approvals from underlying landowners or other local, state, or county officials for the uses described herein.

4. Maintenance: Licensee shall be responsible for maintenance and care of all grass areas and improvements located within the Licensed Premises. Any damage to the Licensed Premises shall be immediately repaired by Licensee. If Licensee fail to complete said repairs within ten (10) working days, Licensor, at its option, may terminate this Agreement or perform the repairs. If Licensor elects to perform said repairs; all costs and expenses associated therewith shall be borne by Licensee.

5. Security: Licensors shall retain the right of jurisdiction over the Licensed Premises for law enforcement purposes. Licensee shall have the obligation to provide security within the Licensed Premises without expense to Licensors. It shall be Licensee's responsibility to coordinate security with Licensors's law enforcement personnel.

6. Hazardous Waste Compliance: Licensee agree not to keep, use, store, or place upon the Licensed Premises, or permit to be kept, used, stored, or placed thereon any hazardous wastes of any kind having ignitable, corrosive, reactive and/or toxic characteristics, or any wastes listed by the U.S. Environmental Protection Agency as hazardous at the time of such storage, use or placement upon the Licensed Premises. Any violation of this covenant shall automatically and without any further action on the part of Licensors be deemed a default and breach of this Agreement by Licensee, and shall entitle Licensors to immediate possession of the premises. Furthermore, all future costs incurred by Licensors or its successors and assigns for removal and clean-up of environmental damage(s) to said premises resulting or arising from Licensee's activities shall be fully reimbursed by Licensee.

7. Liability: Licensee assumes the risk of, and shall protect, indemnify, defend, and hold harmless Licensors 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 Licensee's use of said Licensed Premises. Licensee shall be responsible for maintaining said premises in a safe condition and all structures thereon in good repair, and shall protect, indemnify and hold harmless Licensors, 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 Licensee's location of the caboose and artwork, and their following use, possession, maintenance and improvement of said premises. Licensee further agree 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 Licensee settle any such claims, demands or suits, they shall obtain a release which includes Licensors.

8. Right of Entry: Licensors, through its duly authorized representative shall, at all reasonable times, have right of entry and free access to said Licensed Premises, and every part hereof, for the purpose of inspecting the same to determine its condition, and to determine whether or not Licensee are using and occupying the same for the purpose, and in the manner herein allowed; or to make any improvement or repair of said Licensed Premises, or for any other reason whatsoever.

9. Default: In case Licensee shall make default in any of the other covenants, agreements or undertakings herein contained to be by Licensee kept and performed, or shall violate any of the provisions or conditions hereof, Licensors may declare this Agreement at an end and enter into and upon and possess said Licensed Premises as of its former estate, together with the buildings and structures thereon and appurtenances thereto with or without process of law, and may remove therefrom Licensee and all persons occupying the same or any part thereof, using such force as may be necessary for that purpose. No action or proceeding under this paragraph by Licensors shall in any manner release or discharge the

covenants, agreements and undertakings of Licensee or any of the obligations, risks or duties assumed herein by Licensee. Failure by Licensor to enforce one or more of the remedies herein provided upon an event of default shall not be construed to constitute a waiver of such default. Licensee agree to reimburse Licensor for the costs of any claims, suits, judgments, costs, attorneys' fees, court costs and all other related expenses incurred by Licensor arising from or growing out of Licensee' defaulting in any of the terms of this license.

10. 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. Licensor may waive any default of Licensee at any time without affecting or impairing any right arising from any subsequent default.

11. Termination: Any party may terminate this Agreement without cause by giving the other parties 30 day notice of such termination. Upon the expiration or termination of this Agreement, including any determination by reason of default, Licensee shall surrender possession and vacate the premises immediately. It is understood that due to the nature of Licensor's ownership of the subject premises, Licensor may terminate this Agreement upon 30 days written notice if the Licensed Premises are required for railroad purposes pursuant to the National Trails System Act. Licensee may, at its own option, or shall, at the option of Licensor, remove all structures, buildings, improvements, tanks, foundations, debris and rubble from the premises within thirty (30) days following such termination. If Licensor elects not to have said buildings, structures and improvements removed, same shall thereafter be deemed to be the property of the Licensor. In the event Licensor elects to have Licensee remove same, and Licensee fails to do so, same shall either become the property of Licensor, or Licensor may remove such buildings, structures and improvements, and Licensee hereby agree to reimburse Licensor for the expense of such removal.

12. Assignment: Licensee shall not assign or otherwise transfer any rights, interest or responsibilities under this license, or sell Licensee's improvements situated on the Licensed Premises, without the prior written consent of Licensor, and any and every such attempted subletting, assignment or transfer without such prior written consent shall be void and of no effect. This license is personal to the Licensee 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 Licensee, but shall cease and terminate upon the appointment of any such receiver, trustee, or other officer, or the making of any such assignment. In the event of any approved assignment, Licensee shall at all times remain fully responsible and liable for the compliance of all of its other obligations under the terms, provisions and covenants of this license.

13. Liens: Licensee shall keep the Licensed Premises and the improvements at all times during the term free of mechanic's and materialman's liens and other liens of like nature. Licensee at all times shall fully protect and indemnify Licensor against all liens or claims and against all attorneys' fees and other costs and expenses incurred by reason of liens or claims.

14. Notice of Changes: This Agreement and all of the provisions contained shall be binding upon the parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name or address changes.

15. 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 Licensor:

Real Estate Section
DNR/Division of State Parks
P.O. Box 176
Jefferson City, MO 65102
Office: (573) 522-8191
FAX: (573) 526-4395

If to Licensee:

Mayor of Boonville
City of Boonville
401 Main Street
Boonville, MO 65233
Office: (636) 882-2332
Fax: (636) 882-6608

With a copy to:

Katy Trail State Park Coordinator
Rock Bridge Memorial State Park
5901 South Highway 163
Columbia, MO 65203
Office: (573) 449-7402
FAX: (573) 442-2249

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

16. Amendments: No oral promises, oral agreements or oral warranties shall be a part of this Agreement, nor shall any alteration, amendment, supplement, or waiver of any of the provisions of this Agreement be binding upon either party unless supplemented, altered, changed or amended in writing, signed by both parties.

17. Effective Date: This Agreement shall become binding upon Licensor upon July 1st, 2023.

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

LICENSOR

**STATE OF MISSOURI
DEPARTMENT OF NATURAL
RESOURCES**

LICENSEE

CITY OF BOONVILLE, MISSOURI

**DAVID KELLY, DIRECTOR
DIVISION OF STATE PARKS**

**NED BEACH, MAYOR
CITY OF BOONVILLE, MISSOURI**

DATE

Exhibit A

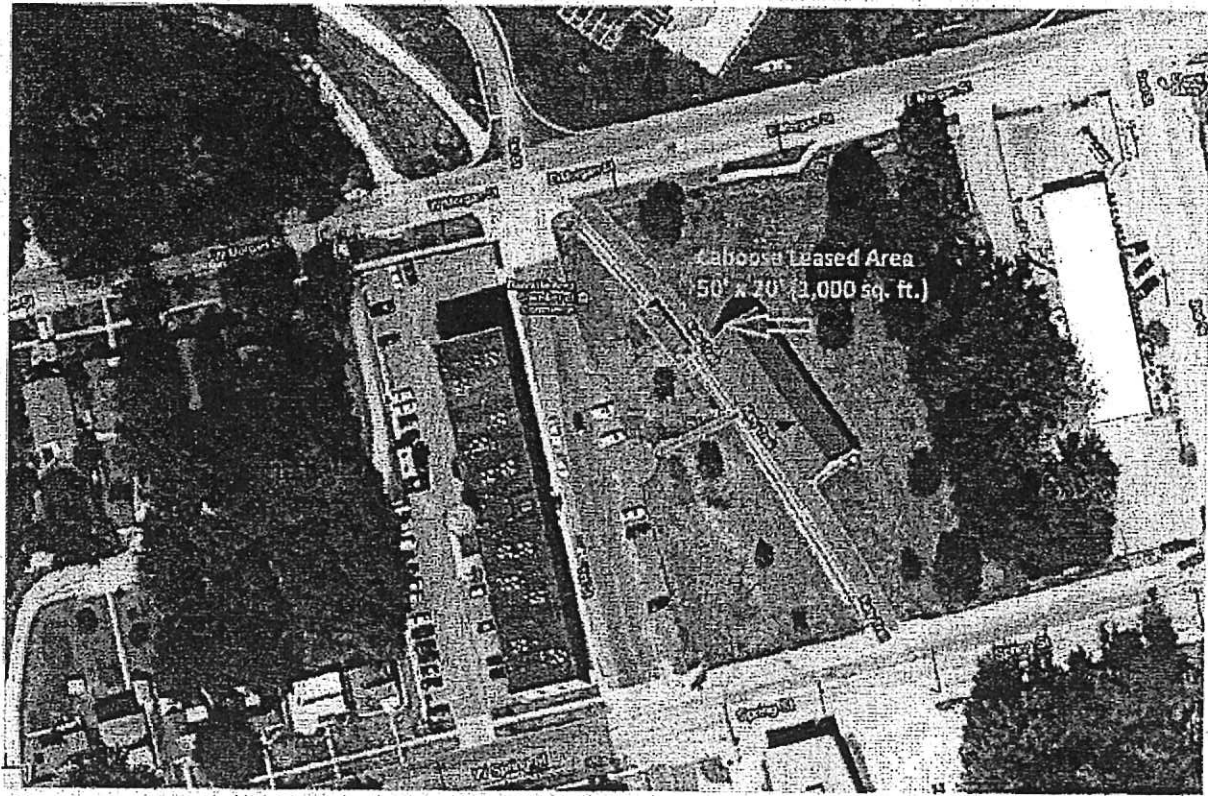


Exhibit A

Date: March 6, 2023

To: Mayor and Council

From: Kate Fjell, City Administrator

Re: First Reading of Bill No. 2023-011 Amending Chapter X, Article XIII Medical Marijuana Facilities

As we mentioned at the last meeting, we need to establish guidelines for the potential development of recreational marijuana in the community. Based on Council and Planning and Zoning Commission feedback, we have amended the medical marijuana ordinances to include "comprehensive facilities" - which are facilities that cultivate/infuse/dispense both recreational and medical marijuana. We have not changed any of the requirements or zoning requirements.

As a reminder, there is a public hearing on March 20th, 2023 at 7:00PM to take public comment on the revised allowable uses in a C-1 and C-2 related to comprehensive marijuana facilities.

BILL NO. 2023-011

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING ARTICLE XIII, MEDICAL MARIJUANA FACILITIES IN CHAPTER 10, LICENSES AND TAXATION, BOONVILLE CODE OF GENERAL ORDINANCES; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, An amendment to Missouri's Constitution was approved by voters on November 8, 2022 allowing Recreational Marijuana in Missouri; and

WHEREAS, Recreational marijuana uses are licensed and regulated by the State of Missouri; and

WHEREAS, The Planning and Zoning Commission discussed these necessary changes at their meeting on February 14, 2023 and considered these changes on March 7, 2023 at their regular meeting.

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

SECTION 1: That Chapter 10, Licenses and Taxation, Article XIII, Medical Marijuana Facilities is amended, as set forth in **Exhibit A**, which is incorporated herein as set out fully in this ordinance.

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

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

FIRST READING: MARCH 6, 2023

READ FOR THE SECOND TIME AND PASSED THIS 20TH DAY OF MARCH, 2023, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 20TH DAY OF MARCH, 2023

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

ARTICLE XIII. MEDICAL MARIJUANA FACILITIES

Sec. 10-282 Definitions.

Comprehensive Facility means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

Comprehensive Marijuana Cultivation Facility means a facility licensed by the department to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or a marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana but shall not include the manufacture of marijuana-infused products.

Comprehensive Marijuana Dispensary facility means a facility licensed by the department to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, an drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient or primary caregiver, as those terms are defined in section I or Article XIV of the Missouri Constitution, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitation of Article XIV of the Missouri Constitution and otherwise allowed by law to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet including from a third party. A Comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana but shall collect all appropriate tangible personal property sales taxes for each sale, as set forth in this Article XIV of the Missouri Constitution and provide for by general or local law.

Comprehensive Marijuana Infused Products Manufacturing Facility means a facility licensed by the Department to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana infused products, prerolls, and infused prerolls to a marijuana dispensary facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

Consumer means a person who is at least twenty-one years of age.

Department means the Missouri Department of Health and Senior Services, or its successor agency.

Inspection authority means city staff who shall inspect annually medical marijuana facilities and can include: the police chief (or his/her designee), the fire chief (or his/her designee), and the building inspector.

Marijuana means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as seed thereof and resin extracted from the plant and marijuana-infused products. Marijuana does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight bases, or commodities or products manufactured from industrial hemp.

Marijuana Facility means a comprehensive cultivation facility, comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana – related facility or business

licensed or certified by the Department pursuant to this section but shall not include a medical facility licensed by Missouri Law.

Medical marijuana cultivation facility means a facility licensed by the state to acquire, cultivate, process, store, transport and sell marijuana to a medical dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

Medical marijuana dispensary facility means a facility licensed by the state to acquire, store, sell, ~~transport~~transport, and deliver marijuana, marijuana-infused products and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility or a medical marijuana-infused products manufacturing facility.

Medical Marijuana-Infused Products Manufacturing Facility means a facility licensed by the State of Missouri to acquire, store, manufacture, transport and sell marijuana-infused products to a Medical Marijuana Dispensary, a Medical Marijuana Test Facility or to another Medical Marijuana- Infused Products Manufacturing Facility.

Medical marijuana facility~~ies~~ means all medical marijuana facilities including medical marijuana cultivation facility, medical marijuana dispensary, medical marijuana infusion/manufacturing facility, ~~and medical marijuana testing facility.~~

~~Medical-marijuana~~Marijuana testing facility means a facility certified by the state to acquire, test, certify and transport marijuana.

Medical marijuana-infused products ~~means~~mean products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

~~Medical-marijuana-infusion/manufacturing facility~~ means a facility licensed by the state to acquire, store, manufacture, transport and sell marijuana-infused products to a medical-marijuana-dispensary, a medical marijuana test facility or to another medical-marijuana-infused products manufacturing facility.

(Ord. No. 4514, § 1, 8-5-19)

Sec. 10-283. Operating permits.

- (a) No medical marijuana facility or marijuana facility shall be allowed to operate without a current permit issued by the city, including but not by way of limitation, dispensaries, manufacturing facilities, cultivation facilities and testing facilities as defined in this article.
- (b) Any person desiring to operate a medical marijuana facility or a marijuana facility ~~dispensary, manufacturing, cultivation or testing facility~~ as defined in this article shall submit a written application for a permit on a form provided by the city. The application shall include the applicant's full name, address, telephone number, location of the proposed facility and such additional information as shall be required for the city to enforce the provisions of this article.
- (c) After receipt of the completed application by the city, the head of the appropriate city department (inspection authority) shall inspect the proposed facility to determine whether the facility is in compliance with the provisions of this article. A written notice shall be provided within ten business days to the operator of such facility identifying all matters of noncompliance. A facility may require inspection by more than one inspection authority in order to receive a permit.
- (d) If applicable, the person(s) seeking a permit for a medical marijuana ~~related~~ facility or marijuana facility that requires a health inspection shall submit the appropriate form to the county health department who shall

conduct such inspection. A written form from the county health department showing compliance with all current health regulations shall be submitted to the city before a city permit will be issued.

- (e) The city shall not issue a permit relating to a medical marijuana ~~-related~~ facility or marijuana facility until the applicant supplies a true and complete copy of all "state-required" licenses issued to the applicant for such a facility indicating such license is current and in good standing with the state. The city operating permit will be issued only to the same person/entity that holds the applicable state license.
- (f) An annual inspection fee of \$100.00 shall be paid to the City at the time of application for the city permit.
- (g) A permit for a medical marijuana ~~-related~~ facility or marijuana Facility may be granted at any time during a calendar year, but all such permits shall expire on the thirty-first day of the next succeeding December and shall be subject to renewal at that time. Medical marijuana-related facility permits shall not be assignable or transferrable without the express, prior written consent of the city.
- (h) All medical marijuana facility or marijuana facility permits, together with a copy of any applicable regulations required by law to be posted, shall be posted at all times in a conspicuous place in the facility.
- (i) The terms "permit" and "license" may be used interchangeably for purposes of this article.

[\(Ord. No. 4514, § 1, 8-5-19\)](#)

Sec. 10-284. Suspension and revocation of permits.

- (a) The city may suspend or revoke a permit issued to any medical marijuana facility or marijuana facility by the city for failure of the permit holder to comply with the requirements of this article or the requirements of the permit holders' state license. Whenever the applicable inspection authority for the city finds unsecure, unsafe, or inadequate conditions at a medical marijuana ~~-related~~ facility or marijuana facility which in the judgment of such inspection authority constitutes a substantial hazard to the public health and safety of the community and its citizens, the inspection authority shall notify the city administrator or other appropriate city staff person. The inspection authority may issue a written notice to the permit holder citing such condition(s) deemed to be out of compliance with the requirements of the city permit and specifying the corrective action to be taken in order to mitigate such conditions. The notice shall further state the time period within which such corrective action must be completed. If deemed a substantial and continuing hazard to the public health and security, an interlocutory order may be issued by the appropriate member of the governing body of the city that the city permit is immediately suspended pending a hearing on the matter. Any permit holder to whom such an order is issued shall comply immediately with the order, but upon written petition to the city administrator, shall be afforded an administrative hearing by the city administrator within five business days. In the event such administrative hearing shall result in an adverse decision to the permit holder, the permit holder may file a petition with the city council appealing such decision, in which event a public hearing by the city council shall be granted to the permit holder within 30 days of the filing of such appeal.
- (b) In lieu of an administrative hearing or appeal, any permit holder whose permit has been suspended or revoked may request a reinspection or reinstatement of the permit. Within five business days of receiving such request for reinspection, the city shall reinspect the facility. If the applicant is found to be in compliance and can produce a current state license, the city permit shall be immediately reinstated.
- (c) Any person or entity who holds a city permit but who has their state license suspended or revoked by the ~~state department of health and human services~~ shall also have its corresponding city permit suspended or revoked.

[\(Ord. No. 4514, § 1, 8-5-19\)](#)

Sec. 10-285. General regulations, ~~medical~~ marijuana dispensary.

- (a) Medical marijuana dispensary ~~facilities~~ and comprehensive marijuana dispensary facilities shall be permitted to conduct business operations only between the hours of 6:00 a.m. to 1:30 a.m. the following morning, Monday—Saturday. Such facilities shall remain closed at all other times.
- (b) Medical marijuana dispensary ~~facilities and comprehensive marijuana dispensary facilities~~ shall not sell, vend, give away, or otherwise supply medical marijuana to any person or qualified caregiver who does not possess a current patient or caregiver ID card, or who otherwise is not legally qualified to receive medical marijuana.

~~(Ord. No. 4514, § 1, 8-5-19)~~

Sec. 10-286. Distance from churches and schools, ~~medical~~ marijuana facilities.

- (a) A medical marijuana cultivation facility, ~~comprehensive marijuana cultivation facility~~ a medical marijuana-infusion/manufacturing facility, ~~a comprehensive marijuana infused products/manufacturing facility~~ and a ~~medical~~-marijuana testing facility must be located in a C-2 district or higher.
- (b) A medical marijuana dispensary ~~facility and a comprehensive marijuana dispensary facility~~ must be located in a C-1 district or higher.
- (c) The set distance that medical marijuana ~~dispensary facility or comprehensive marijuana dispensary facility facilities~~ are required to remain away from any elementary or secondary school, day care, church, or other building regularly used as a place of religious worship shall be as follows:
 - (1) Medical marijuana cultivation facility or Comprehensive cultivation facility: 0 feet.
 - (2) Medical marijuana-infusion/manufacturing facility or Comprehensive marijuana infused products manufacturing facility: 0 feet.
 - (3) ~~Medical~~-marijuana testing facility: 0 feet.
 - (4) Medical marijuana dispensary facility or Comprehensive marijuana dispensary facility: 100 feet. Distance shall be measured from building to building. Unless the applicant shall first obtain, in writing, the consent of the city council. Such consent shall not be granted until at least ten days written notice has been provided to all owners of property within 100 feet of the proposed medical marijuana dispensary facility /comprehensive marijuana dispensary facility.

~~(Ord. No. 4514, § 1, 8-5-19)~~

BILL NO. 2023-012

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING THE LIST OF PERMITTED USES IN THE C-1 (LOCAL COMMERCIAL DISTRICT) AND C-2 (CENTRAL COMMERCIAL ZONING DISTRICT), BOONVILLE CODE OF GENERAL ORDINANCES; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, An amendment to Missouri's Constitution was approved by voters on November 8, 2022 allowing Recreational Marijuana in Missouri; and

WHEREAS, Recreational marijuana uses are licensed and regulated by the State of Missouri; and

WHEREAS, The Planning and Zoning Commission discussed these necessary changes at their meeting on February 14, 2023 and considered these changes on March 7, 2023 at their regular meeting.

WHEREAS, The City Council considered these changes on March 20, 2023 at a public hearing, in accordance with the requirements of the Boonville Code of General Ordinances, Appendix C – Zoning, Section 10.1.

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

SECTION 1: That the list of permitted uses in the C-1 and C-2 zoning district, as set forth in Sections 2.5 and 2.6 of Appendix C –Zoning of the Code of General Ordinances of the City of Boonville shall be and is hereby amended, as set forth in **Exhibit A**, which is incorporated herein as set out fully in this ordinance.

SECTION 2: This ordinance, with its incorporated amendments to the zoning code of the City of Boonville, shall take effect and be in full force from the date of passage of this ordinance.

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

FIRST READING: MARCH 7, 2023

READ FOR THE SECOND TIME AND PASSED THIS 20TH DAY OF MARCH, 2023, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 20TH DAY OF MARCH, 2023

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

Section 2.5. - Premises in the C-1 District may also be used for.

Sale of goods and products at retail including filling stations.

Shops for repair and servicing of bicycles, electrical, radio and television appliances, keys and similar articles.

Dressmaking, millinery, tailoring, shoe repair, laundry, dry cleaning and similar trade.

Offices.

Banks.

Animal hospitals and clinics where there are no open kennels.

Commercial schools.

Parking lots.

Garages.

Hotels and motels providing 2,000 square feet of lot area for each hotel or motel unit; providing at least 20 feet between buildings but for the purposes of this requirement a series of attached units comprising a continuous structure shall be considered as one building; providing lavatory, toilet and tub or shower, hot and cold running water, and at least 200 square feet of floor space in each unit.

Theaters.

Furnace, heating, air-conditioning, typewriter, sheet metal, plumbing, rie and similar shops.

Printing plants.

Private recreational activities.

New and used car sales.

Laundries and dyeing and cleaning establishments.

Bakeries.

Creameries.

Bottling works.

Bus and truck terminals.

Outdoor theaters when approved by State Highway Department.

Nursing and convalescent home.

Restaurants, taverns and eating establishments.

Storage buildings

Medical Marijuana Dispensaries

Comprehensive Marijuana Dispensaries

Section 2.6. - Premises in the C-2 District.

Premises in the C-2 District, as long as the uses are not obnoxious or offensive due to emission of noise, odor, dust, gas or vibration, also may be used for.

Assaying.

Bookbinderies.

Box lunch preparation/catering establishment.

Cellophane products manufacturing.

Ceramic products manufacturing and clay storage.

Computer, electronic and aerospace device (and related component) assembly.

Cold storage or refrigerating plants.

Candy, nut and confectionary manufacturing.

Cosmetics manufacturing.

Dairy and other food products manufacturing (except fish and meat products, sauerkraut, vinegar, yeast and rendering or refining of fats and oils).

Electrical parts, assembly and manufacturing.

Farm machinery sales, repair and overhauling.

Fiber products manufacturing (previously prepared fiber).

Foundry casting lightweight nonferrous metal (no brass, manganese, bronze, zinc).

Garment, hosiery and hat manufacturing.

Glass products manufacturing.

Grain elevators and hay barns.

Housewares manufacturing.

Iron works, ornamental.

Jewelry and stone products manufacturing.

Leather products manufacturing (previously prepared leather).

Lumberyards.

Machining and metal parts fabrication.

Comprehensive marijuana cultivation

Comprehensive Marijuana-infused products manufacturing

Medical marijuana cultivation

Medical marijuana infused products manufacturing

Medical Marijuana testing

Ordnance manufacturing.

Perfume manufacturing.

Plastic and rubber products manufacturing (previously prepared material).

Radio, television and small machine assembly.

Scientific instrument and equipment testing and manufacturing.

Sheetmetal products (light).

Shoe manufacturing.

Silkscreen printing.

Sign and marketing display fabrication and painting.

Small engine (parts, components, and accessories thereof) manufacturing and assembly.

Open storage of building material, lumber, coal, machinery and pipe when the material is enclosed within a solid fence at least six feet high, said fence to be within required building lines.

Television and radio broadcasting transmitters.

Testing laboratory.

Textile products manufacturing.

Tire retreading, recapping or rebuilding.

Toiletries manufacturing.

Tool manufacturing.

Toy manufacturing.

Transformer manufacturing.

Warehouse or storage building, with or without distribution.

Well drilling services.

Wholesale business.

Wood products manufacturing (assembling work and finishing).

Restaurants, taverns and eating establishments.

Heating, air conditioning, refrigeration and appliance manufacturing and accessory uses related thereto.

Other uses similar to the above as provided by appeal in Part 8.

Date: March 6, 2023

To: Mayor and Council

From:

Re: Consider Resolution R2023-02 Authorizing an Agreement with Frech Paving Company for Street Improvements 2023

RESOLUTION NO. R2023-02

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN FRECH PAVING COMPANY AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO ROADWAY IMPROVEMENTS 2023; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville has solicited and received bids for this project and determined that **Frech Paving Company** represents the best bid pursuant to the purchasing code set forth in Section 2-20 of the City of Boonville Code of Ordinances;

THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That a certain Agreement between **Frech Paving Company** and the City of Boonville, Missouri relating to the **Roadway Improvements 2023** a copy of which is marked “**Exhibit A**” is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the City Administrator and the City Clerk are hereby authorized to execute and attest said agreement on behalf of the City of Boonville.

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

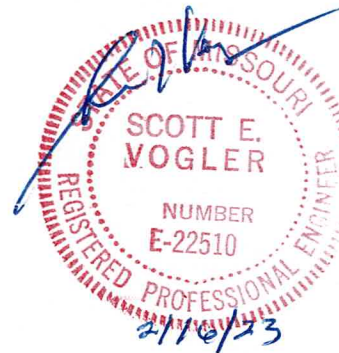
Passed this 6th day of March 2023, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

ROADWAY IMPROVEMENTS 2023				ENGINEER'S ESTIMATE		1		2	
CITY OF BOONVILLE, MISSOURI									
Bid Date February 15, 2023 MECO Project No. 454-297				MECO Engineering Co., Inc. 2701 Industrial Drive Jefferson City MO 65109		Frech Paving Co 5517 O'Neal Road Columbia MO 65202		Higgins Asphalt Paving Co., Inc. 35086 Higgins Road Tipton MO 65081	
BASE BID									
Item #	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 2,025.00	\$ 2,025.00	\$ 3,300.00	\$ 3,300.00
2	Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 2,530.00	\$ 2,530.00	\$ 3,540.00	\$ 3,540.00
3	Remove Improvements	360	SY	\$ 25.00	\$ 9,000.00	\$ 25.30	\$ 9,108.00	\$ 41.80	\$ 15,048.00
4	Remove Improvements (Concrete)	63	SY	\$ 35.00	\$ 2,205.00	\$ 127.00	\$ 8,001.00	\$ 82.50	\$ 5,197.50
5	Remove Unsuitable Materials	10	CY	\$ 35.00	\$ 350.00	\$ 82.50	\$ 825.00	\$ 140.00	\$ 1,400.00
6	Rock Backfill in Unsuitable Material Areas	10	CY	\$ 48.00	\$ 480.00	\$ 82.50	\$ 825.00	\$ 180.00	\$ 1,800.00
7	Subgrade Compaction	423	SY	\$ 5.00	\$ 2,115.00	\$ 1.60	\$ 676.80	\$ 2.45	\$ 1,036.35
8	Geotextile Separation Fabric	360	SY	\$ 3.00	\$ 1,080.00	\$ 2.95	\$ 1,062.00	\$ 3.85	\$ 1,386.00
9	6" Type 5 Aggregate	360	SY	\$ 27.00	\$ 9,720.00	\$ 13.05	\$ 4,698.00	\$ 25.70	\$ 9,252.00
10	Tack Coat	136	GAL	\$ 4.00	\$ 544.00	\$ 8.00	\$ 1,088.00	\$ 0.01	\$ 1.36
11	5" Plant Mix Bituminous Black Base	360	SY	\$ 60.00	\$ 21,600.00	\$ 33.75	\$ 12,150.00	\$ 44.50	\$ 16,020.00
12	2" BP-1 Overlay	2,555	SY	\$ 14.00	\$ 35,770.00	\$ 12.50	\$ 31,937.50	\$ 22.70	\$ 57,998.50
13	2" Edge Mill with Butt Joint	750	SY	\$ 12.00	\$ 9,000.00	\$ 5.40	\$ 4,050.00	\$ 8.25	\$ 6,187.50
14	2" Mill and Overlay Course	1,279	SY	\$ 28.00	\$ 35,812.00	\$ 24.85	\$ 31,783.15	\$ 29.40	\$ 37,602.60
15	30" Rollback Curb	225	LF	\$ 75.00	\$ 16,875.00	\$ 62.45	\$ 14,051.25	\$ 66.00	\$ 14,850.00
16	Contingency	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
TOTAL BASE BID				\$ 201,051.00		\$ 164,810.70		\$ 214,619.81	
ALTERNATE NO. 1 BID									
Item #	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 12,840.00	\$ 12,840.00	\$ 7,050.00	\$ 7,050.00
2	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 11,770.00	\$ 11,770.00	\$ 7,815.00	\$ 7,815.00
3	Adjust Utilities	7	EA	\$ 350.00	\$ 2,450.00	\$ 535.00	\$ 3,745.00	\$ 177.00	\$ 1,239.00
4	Remove Improvements	391	SY	\$ 25.00	\$ 9,775.00	\$ 86.15	\$ 33,684.65	\$ 52.65	\$ 20,586.15
5	Remove Unsuitable Materials	15	CY	\$ 35.00	\$ 525.00	\$ 53.50	\$ 802.50	\$ 90.00	\$ 1,350.00
6	Rock Backfill in Unsuitable Material Areas	15	CY	\$ 48.00	\$ 720.00	\$ 53.50	\$ 802.50	\$ 100.00	\$ 1,500.00
7	Subgrade Compaction	391	SY	\$ 5.00	\$ 1,955.00	\$ 4.30	\$ 1,681.30	\$ 2.75	\$ 1,075.25
8	Geotextile Separation Fabric	391	SY	\$ 3.00	\$ 1,173.00	\$ 3.20	\$ 1,251.20	\$ 3.40	\$ 1,329.40
9	6" Type 5 Aggregate	391	SY	\$ 27.00	\$ 10,557.00	\$ 74.90	\$ 29,285.90	\$ 15.95	\$ 6,236.45
10	Tack Coat	246	GAL	\$ 4.00	\$ 984.00	\$ 5.35	\$ 1,316.10	\$ 0.01	\$ 2.46
11	5" Plant Mix Bituminous Black Base	391	SY	\$ 60.00	\$ 23,460.00	\$ 133.75	\$ 52,296.25	\$ 43.10	\$ 16,852.10
12	Large Crack Repair (Mill and Fill)	82	LF	\$ 12.00	\$ 984.00	\$ 55.65	\$ 4,563.30	\$ 51.50	\$ 4,223.00
13	2" Mill and Overlay Course	7,004	SY	\$ 28.00	\$ 196,112.00	\$ 21.40	\$ 149,885.60	\$ 19.75	\$ 138,329.00
14	Pavement Marking	1,464	LF	\$ 3.00	\$ 4,392.00	\$ 1.75	\$ 2,562.00	\$ 1.65	\$ 2,415.60
15	Painted Crosswalk	6	EA	\$ 350.00	\$ 2,100.00	\$ 706.00	\$ 4,236.00	\$ 660.00	\$ 3,960.00
16	Painted Stop Bar	8	EA	\$ 250.00	\$ 2,000.00	\$ 141.25	\$ 1,130.00	\$ 132.00	\$ 1,056.00
17	Painted Arrow	8	EA	\$ 150.00	\$ 1,200.00	\$ 117.70	\$ 941.60	\$ 110.00	\$ 880.00
18	Parking Block T Marking	66	EA	\$ 50.00	\$ 3,300.00	\$ 23.55	\$ 1,554.30	\$ 22.00	\$ 1,452.00
ALTERNATE NO. 1 TOTAL BID				\$ 281,687.00		\$ 314,348.20		\$ 217,351.41	



**CITY OF BOONVILLE
BOARD OF PUBLIC WORKS
CANCELLATION**

February 23, 2023

5:30 p.m.

City Service Building
1200 Locust Street
Boonville, Missouri

The Thursday, February 23, 2023, meeting of the Board of Public Works has been cancelled due to lack of quorum or lack of agenda items. The next regularly scheduled meeting is March 30, 2023.

Date: March 6, 2023
To: Mayor and Council
From: Kate Fjell, City Administrator
Re: City Administrator

Just a few comments regarding the budget. Once again, thank you to the staff and Council for all their discussion and assistance with the budget. I appreciate the guidance and direction as we plan for each new year.

At the next Council meeting we will have a first and second reading amending the FY22-23 budget. If anyone has any questions, don't hesitate to ask. This is the process by which we align the revenues and expenditures to reflect what happened in the year that changed from the City's original plans.

Paul received an update on Rolling Hills park; the project, to replace the playground surface, is slated to begin the first of April and is weather dependent. It will be great to get this completed before spring playground weather really comes!

Teresa, Jeff, Danny Davis and I have wrapped up interviews with companies who responded to our RFP to provide GIS services. I think at the next meeting we will have a staff recommendation for discussion. It will be great to get this project moving, as a key component of this project is the lead service line inventory that must be completed by October of 2024.

Chief Tim Carmichel received news that his firefighter ARPA grant application was successful this week, so he will be purchasing some new battery-operated fans with the grant monies received. Congrats!