

City of Boonville
Council Meeting Agenda

October 18, 2021

7:00 p.m.

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 (Whitney Venable)**
- II. Roll call**
- III. Hearing of Citizens' Comments**
- IV. Approval of the Minutes of the October 04 ,2021 Council Meeting**
- V. Consent Items.**
- VI. Presentation of Accounts and Claims**
- VII. Unfinished Business**
 - Animal and Fowl Ordinance revision discussion
 - Robinson outdoor sign proposal discussion
- VIII. New Business**
 - A) Consider Resolution R2021-13 Approving an Agreement with GBH Buildings for Improvements at Johnson Field House**
 - B) First Reading of Bill NO 2021-027 Authorizing and Approving the Ameren MO electric and gas franchise**

- C) First Reading of Bill NO 2021-028 Authorizing and Approving the Ameren Mo lighting Agreement
- D) Consider Street Closure for Saint Peter and Paul Catholic Parish
- E) Consider Approval of Highway Road Salt Bid for FY 2021-2022

IX. Reports of Standing Committees

- Planning and Zoning- October 12,2021 (Whitney Venable)
 - Memo from Planning and Zoning Chair
- Police Board- October 11,2021 (Theresa Hurt)
- Historic Preservation-October 11,2021 (Susan Meadows)

X. Reports of City Officials

- A) City Administrator
 - Traffic signal timing
- B) Mayor
- C) City Counselor
- D) 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.

DRAFT COPY PENDING COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting Minutes
October 04, 2021

The Boonville City Council met in Regular Session on October 04, 2021, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Ned Beach, Mayor; Kate Fjell, City Administrator; Amber Davis, City Clerk; and Bobby Welliver, Sergeant at Arms. Doug Abele, Interim City Counselor, is absent

NOTICE POSTED: Thursday, September 29 ,2021 at 3:05 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order and Barry Elbert led the prayer, after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present: Barry Elbert, Whitney Venable, Albert Turner, Michael Stock, Steve Young, Andrew Cowherd. Council Representatives Susan Meadows and Theresa Hurt was absent.

HEARING OF CITIZENS' COMMENTS

NONE

APPROVAL OF THE MINUTES OF THE SEPTEMBER 20, 2021, COUNCIL MEETING

The Minutes were approved as presented

CONSENT ITEMS

The following Consent Items were presented for approval:

- A) Consider Change Order No. 2 from Insituform in the amount of <\$0.00> for Sanitary Sewer Improvements 2021
- B) Consider Pay Request Order No. 1 from Rhad Baker Construction LLC in the amount of \$117,421.02 for Kemper Library Parking Lot Improvements
- C) Consider Change Order No. 2 from Remsel Corporation in the amount of \$ 2,409.00 for Boone Point Sewer Extension.

- D)** Consider Pay Request No. 3 from Remsel Contracting in the amount of **\$6,922.93** for Boone Point Sewer Extension.

Mr. Venable moved, and Mr. Stock Seconded the motion to approve the Consent Items. Roll call was taken. Ayes: Elbert, Venable, Turner, Stock, Young, and Cowherd. Total (6) Opposed: total (0) Absent: Meadows and Hurt (2) Motion Carried

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Davis read the ordinance appropriating money, in its entirety, and a second time, by title only since a copy of the ordinance had been made available prior to the meeting. Mr. Venable moved, and Mr. Cowherd Seconded the motion to approve the Consent Items. Roll call was taken. Ayes: Elbert, Venable, Turner, Stock, Young, and Cowherd. Total (6) Opposed: total (0) Absent: Meadows and Hurt (2) Motion Carried

UNFINISHED BUSINESS

NONE

NEW BUSINESS

NONE

REPORTS OF STANDING COMMITTEES

STREET, ALLEY AND SANITATION-

Mr. Young reported the committee voted to do a trial run until the end of the year on making 7TH Street between Locust and Spring Street a one-way street.

BOARD OF PUBLIC WORKS-

CANCELLED

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Ms. Fjell directed Council to the memo in the packet requesting Council to reset the dangerous building hearing to Nov 1st. Mr. Venable moved, and Mr. Stock Seconded the motion to set dangerous building hearing on Monday, November 1st. Roll call was taken. Ayes: Elbert, Venable, Turner, Stock, Young, and Cowherd. Total (6) Opposed: total (0) Absent: Meadows and Hurt (2) Motion Carried

Ms. Fjell asked Jeff Ditto to provide an update to the council on Morgan Street/Alpine Drive repairs. Mr. Ditto stated that as a result of the rainstorm in July, a storm drain that runs underneath Morgan Street is completely clogged and must be replaced. This was not a repair the city was anticipating. Due to the size of the project, FEMA requires us to use a professional engineering firm to design the work. Scott Vogler from MECO has been doing design and then the project must be put out for bid. After bid opening, staff and engineers will work with contractor to complete the project. Mr. Ditto stated that since the rainstorm was declared a disaster, the city will be reimbursed 75% for the work. Mayor Beach asked what size the concrete pipe will be; Mr. Vogler stated the pipe would be a 36- or 42-inch pipe. Mr. Beach inquired if the new pipe will be located in a different place; Mr. Vogler said it would be. Mr. Ditto also stated that a significant area of the road will be replaced as a part of the project.

MAYOR

None

CITY CLERK

None

MISCELLANEOUS

Mr. Elbert inquired about Fox Hollow and where we are in the process. Ms. Fjell stated the Thurman's are finalizing the plans to come to planning and zoning then once approved come to council. Mr. Elbert inquired if there will be a layout of what the costs are going to be. Ms. Fjell stated she would have estimates for everyone to look over. Mr. Young inquired if there will be a public hearing. Ms. Fjell stated she does request there be a public hearing on Fox Hollow.

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Stock seconded the motion to adjourn at 7:16 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Amber Davis, City Clerk

Approved:

Ned Beach, Mayor

ORDINANCE APPROPRIATING MONEY

Be it Ordained by the Council of the City of Boonville as follows:

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **October 18, 2021** the sum of **\$721,729.17**

General Fund	\$278,475.17
Sanitation	\$23,976.94
CIP Tax	\$9,743.38
Water Works	\$41,105.45
Capital Projects	\$0.00
Waste Water	\$77,278.95
Tourism	\$14,533.36
Gaming	\$4,211.09
Parks/Water	\$272,404.83
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 **\$721,729.17** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **October 18, 2021** read for the second time this **October 18, 2021** since a copy was made available prior to the meeting.

Approved **October 18, 2021** _____
Mayor

Endorsed **October 18, 2021** : 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

Chapter 4- ANIMALS AND FOWL

Editor's note— Ord. No. 4379, § 1, adopted July 20, 2015, amended chapter 4 in its entirety to read as herein set out. Former chapter 4, §§ 4-1—4-8, 4-14—4-38, pertained to similar provisions. See Code Comparative Table for complete derivation.

Cross reference— Live animals in food service establishments, § 8-63; nuisances, Ch. 13; disposition of stolen, lost or abandoned animals, § 19.1-7; zoning, App. C.

State Law reference— Power of city to regulate animals, RSMo 77.510, Chapters 273, 578.

ARTICLE I.- IN GENERAL

Sec. 4-1. – Purpose

The intent and purpose of this chapter is to protect the welfare of all nonhuman living creatures, to regulate and control the possession and ownership ~~al~~ of animals in the city and to promote the health and safety of residents of the City from the diseases and vicious animals.

Sec. 4-2- Definitions

Animal Control Officer means the animal control officer of the city or his/her agent

Animal Shelter means the facility designated by the City Administrator for the detention of animals.

At large. An animal is "at-large" when off the property of the owner or controlling party and unleashed. Dogs off their leash and supervised by their owner or controlling party in the city dog park shall not be considered running at large.

Dangerous exotic animal includes the following exotic animals:

- (a) Lions, tigers, leopards, ocelots, jaguars, cheetahs, margays, mountain lions, Canada lynx, bobcats, jaguarundis, bears, hyenas, wolves, and coyotes.
- (b) Deadly, dangerous, or venomous reptiles, and venomous arthropods.
- (c) All nonhuman primates.
- (d) Any other exotic animal declared by the Animal Control Officer to be dangerous.

Dangerous, vicious, or ferocious animal. Any animal which:

- (a) Has caused death or serious injury to a person engaged in a lawful activity; or
- (b) Without provocation, attacks, or bites, or has attacked or bitten, a human being or domestic animal; or
- (c) Because of its size, physical characteristics and observed aggressive behavior toward a person or domestic animal is capable of inflicting serious physical injury or death on a human being; or
- (d) Has a known propensity, tendency, or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings or domestic animals; or
- (e) Has been trained for fighting or is owned or kept for the purpose of fighting; or
- (f) Has been determined to be vicious by the municipal judge or pursuant to the procedures set forth in this chapter.
- (g) No dog may be deemed a vicious animal under this chapter if a threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass, or other tort upon the premises occupied by the owner or keeper of the dog, or if a person at the time of such threat, injury or damage was teasing, tormenting, abusing or assaulting the dog, or was threatening or committing an assault or other bodily harm to the owner, the owner's or keepers' immediate family or their invitees; furthermore, dogs used by commissioned officers for law enforcement shall not be deemed dangerous, vicious or ferocious for purposes of this chapter.

Eartipping means the removal of the one-fourth inch of a feral cat's ear to identify the cat as being sterilized and vaccinated for rabies

Euthanize means the humane destruction of an animal by a method that involves anesthesia produced by an agent which causes painless loss of consciousness and death during loss of consciousness.

Exotic animal includes the following:

- (a) Any mammal not generally accustomed to living in or near human populations.
- (b) Any mammal not considered to be a member of the class generally referred to as domesticated animals.
- (c) Venomous reptiles and venomous arthropods.
- (d) All nonhuman primates.
- (e) All animals listed on the endangered species list as designated by the U.S. Department of Interior in the Endangered Species Act of 1969.
- (f) All animals protected from hunting and capture by federal and state law.
- (g) All predatory birds.

Failure to control Failure on the part of an owner, competent person or controlling party to exercise adequate control over or properly govern the behavior of an animal to the point that the animal bites, attacks or injures a person or other domestic animal; chases, lashed out at or approaches a person in a menacing fashion; or exhibits an unprovoked threat of attacking or biting a person, domestic animal, or farm animal.

Fowl means any and all fowl, domesticated or wild, male or female, single or plural

Impound means to take into custody any animal, by any humane means, for the purposes of confinement.

Livestock means any fowl, cow, pony, horse, pig

Sanitary means clean and free from infectious or deleterious influences

Trap-Neuter-Release means the process of humanely trapping, sterilizing, vaccinating for rabies, eartipping and releasing feral cats to their original location.

Sec. 4-3. - Animal control officer.

There is hereby established the position of animal control officer. The officer shall be appointed by the city administrator with the advice and consent of the city council. The animal control officer shall be of good character. It shall be the officer's duty to enforce all provisions of this chapter for animals within the city limits.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-4. - City animal shelter.

There is hereby established a City Animal Shelter under the supervision and direction of the Animal Control Officer for the temporary care and adoption of dogs and cats within the city limits who have been impounded pursuant to these regulations.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-5. - Enforcement.

The animal control officer and police department shall have the power to enforce the provisions of this chapter, including, but in no way limited to, the powers to issue notice of violation and, as far as permissible under the laws of the state and ordinances of the city, to enter upon private property after observing any violation of the provisions of this chapter for the purpose of enforcement hereof. It shall be unlawful for any person to refuse to deliver up to the animal control officer or police officer, any animal, fowl or reptile, when requested to do so under the provisions of this chapter.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-6. - Penalty.

Any person violating the provisions of this chapter, shall be subject to the general penalty provisions of sections 1-9 and 1-10 of the Code of General Ordinances. Upon conviction under this section the city enforcement personnel shall have the right to seize and impound the animal(s).

Secs. 4-7 – 4-25. Reserved.

ARTICLE II. - OWNER RESPONSIBILITY

Sec. 4-26. - Owner accountability.

In an effort to promote personal accountability and responsible animal ownership, it is the intent of the city council to govern the behavior of animal owners so that animals in their care are kept and controlled in a manner that is amenable to the city and the residents within, therefore, all violations that are cited in this chapter are to the owner regardless of whether the same or different animals are the subject of the offense. Therefore, as an example of this meaning, a violation of this chapter shall be considered a second (2nd) or subsequent violation regardless if the first (1st) violation involved a different animal.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-27. - Registration.

The city shall keep a registry of all dogs, cats, and ferrets within the city which:

- (a) Are voluntarily registered by their owners;
- (b) Are adopted from the city animal shelter;
- (c) Have been diagnosed with rabies;
- (d) Have bitten or attacked a person or domestic animal; or
- (e) Have been impounded, given a warning, or charged with any violation under this chapter.

This registry shall serve three (3) functions: 1) to be of assistance to the animal control officer/police officers in returning animals to their owners, 2) to alert to trends or incidents of public health significance including rabies outbreaks or vicious animals, and 3) to provide a running account of animal interventions for proper enforcement of this chapter. The registry will collect the animal's name, breed, rabies vaccination status, physical description and whether or not the animal has a microchip along with the owner's name, address, phone number and emergency or back up person contact information.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-28. - Rabies vaccinations and controls.

- (a) *Inoculation of dogs and cats required.* Every resident person who owns, controls, manages, possesses or has part interest in any dog, cat or ferret any time during the year or who permits a dog, cat or ferret to come upon, or in, and remain in or about such person's home, place of business or other premises in this city shall have the dog, cat or ferret inoculated against rabies at least once each year or given the veterinarian approved multi-year inoculation, provided that the inoculation requirement shall not apply to dogs, cats or ferrets less than four (4) months of age.
- (b) *Quarantine order to be issued by mayor—To be published and posted.* Whenever rabies becomes prevalent in the city, the mayor shall, according to the necessity of owner or person in charge of any dog or dogs within the limits of the city, to either kill or impound his/her dog or dogs, or to have such dog or dogs immunized. Said order shall be published once in the paper officially publishing the business of the city; and in the absence of such paper, shall be posted as in case of sales of personal property. The mayor is authorized by proclamation to terminate any such quarantine whenever, in his/her judgment, the necessity for it no longer exists.

(c) *Exposure to rabid animals.*

- (1) To the extent permitted by law, every physician shall report to the animal control officer pertinent information concerning any resident of the city who has been bitten by an animal suspected of being rabid, and every veterinarian shall report to the animal control officer all pertinent information concerning rabid animals in the area under his/her care.
- (2) Any person destroying an animal affected with rabies or suspected of being affected with rabies shall immediately notify the animal control officer and shall provide the animal control officer with all pertinent information respecting persons bitten or suspected of being bitten by the animal, and also with all pertinent information respecting any other animal exposed to the animal destroyed.

(d) The animal control officer shall have the power to have examined and impounded any animal bitten by or exposed to any animal affected with rabies.

Sec. 4-29. - Number of animals limited.

- (a) It shall be unlawful for any resident owner to possess more than a total of four (4) dogs, cats and/or other domestic animals that are legal to be possessed in the city over the age of four (4) months. The total number of domestic animals over the age of four (4) months allowed to be owned, controlled, or residing upon a given contiguous property shall not exceed four (4).
- (b) This section shall not apply to properly zoned, agricultural operations with farm animals
- (c) This section shall not apply to those permitted for chickens.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-30. - Animal feces to be cleaned up.

It shall be unlawful for the owner or controlling party to allow or permit their animal to excrete on sidewalks, driveways, rights-of-way, private property, public property including public parks without removing feces from the property not owned or controlled by such person.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-31. - Certain animals prohibited in city limits.

It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Boonville, Missouri:

- (a) Any warm blooded, carnivorous or omnivorous, wild, dangerous exotic or exotic animal ~~(including but not limited to non human primates, raccoons, skunks, foxes and wild and exotic eates; but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes).~~
- (b) Any animal having poisonous bites and all constrictors.

Sec. 4-32. - Animals creating public nuisance prohibited.

It shall be a public nuisance for any owner or controlling party to allow or permit an animal to:

- (a) Frequently and habitually barking, crying, yelping, or howling thereby causing the peace of any person to be disturbed multiple times in a compressed time period at the discretion of the animal control officer or other empowered city official; or
- (b) Cause reasonably articulable fear or annoyance to a person in the immediate area or substantially interfere with the rights of persons, other than its owner to enjoyment of life or property by frequently displaying aggressive behavior, including, but not limited to, growling, charging, showing of the teeth, hissing, or raising of fur as determined by an animal control officer or other empowered city official.
- (c) Damages the property of anyone other than its owner's.

- (d) If an animal is impounded as a result of creating a public nuisance, then all fees associated with impoundment shall be made payable to the city animal shelter in addition to any fines imposed by the court.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-33. - Animals running at large prohibited.

It shall be unlawful for any owner or controlling party to permit any animal, fowl, or reptile to run at large at any time at any place in the city. An animal is "at-large" when off the property of the owner or controlling party and unleashed. Dogs off their leash and supervised by their owner or controlling party in the city dog park shall not be considered running at large.

- (a) Animals found running at large will be collected by an animal control officer and:
 - i. If the owner or controlling party is known, the animal may be returned to the owner and enforcement action taken at the discretion of the animal control officer; or
 - ii. If the owner or controlling party is unknown, the animal will be impounded at the city animal shelter and all fees associated with impoundment shall be made payable to the city animal shelter in addition to any fines imposed by the court.
- (b) Animals found running at large that are dangerous, vicious, or ferocious or display qualities of dangerousness, viciousness or ferociousness shall be handled as set forth in section 4-35.
- (c) If an animal is impounded as a result of running at large, then all fees associated with impoundment shall be made payable to the city animal shelter in addition to any fines imposed by the court.
- (d) Feral cats that have been eartipped as part of the City's Trap-Neuter- Release Program are exempted from provisions of this section.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-34. - Failure to control animals prohibited.

- (a) It shall be unlawful for an owner or controlling party to fail to control any animal regardless of whether the animal is on or off a leash. Failure to control is the failure on the part of an owner, competent person or controlling party to properly govern the behavior of an animal to the point that the animal bites a person or other domestic animal or exhibits an unprovoked threat of attacking or biting a person, domestic animal, or farm animal.
- (b) If an animal is impounded as a result of an owner or controlling party's failure to control, then all fees associated with impoundment shall be made payable to the city animal shelter in addition to any fines imposed by the court.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-35. - Dangerous, vicious, ferocious animals prohibited.

- (a) It shall be unlawful for any person to keep, harbor, possess or allow in or upon their premises any dangerous, vicious, or ferocious animal as defined in article I, section 4-2, regardless of whether or not the animal is on its owner's property. Mere possession or knowledge of presence of a dangerous, vicious, or ferocious animal shall be a violation of this section.
- (b) The animal control officer or police officer shall, upon determination that an animal is demonstrating or has recently demonstrated behavior that would classify the animal as a dangerous, vicious, or ferocious animal, take custody of said animal and transport it to the city animal shelter, where it shall be held until the municipal court hears the matter for final determination. The city animal shelter shall

not place for adoption an animal that is found to be dangerous, vicious, or ferocious or awaiting adjudication for same. The animal control officer or police officer may:

- (1) Destroy the animal on site with no risk of liability, if the animal is so dangerous, vicious, or ferocious that taking custody of the animal would put the officer or others at risk of attack and injury.
- (2) Order in-home confinement of the animal if certain strict conditions can be met.
- (c) After the animal is impounded or confined, the municipal court shall determine whether the animal is a dangerous, vicious, or ferocious animal in violation of this section based upon evidence and testimony presented by the owner and the city through the prosecuting attorney.
- (d) Upon adjudication by the municipal court finding an animal to be dangerous, vicious, or ferocious, the municipal judge will:
 - (1) Punish the owner according to article I, section 4-6 with a fine and/or jail time;
 - (2) Order the animal to be destroyed, rehabilitated at a licensed rehabilitation facility, trained by a certified dog trainer, or released to a qualified 501(c)(3) state licensed rescue organization;
 - (3) Order the owner to pay for any costs to impound the animal;
 - (4) Order the owner to pay for costs to euthanize the animal if so ordered; and/or
 - (5) Order the owner to pay for costs of rehabilitation or training and provide the Court with certification of successful completion.
- (e) Persons who destroy a dangerous, vicious, or ferocious animal in defense of themselves, other persons or other domestic animals shall not be held criminally responsible.
- (f) Owners whose animals attack, bite or injure another party in defense of their owner, other persons or domestic animals shall not be guilty under this section.
- (g) Dogs owned by governmental or law enforcement agencies when being used in the services of those agencies are exempt from being classified as dangerous, vicious, or ferocious.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-36. - Knowingly releasing an animal prohibited.

- (a) A person commits the offense of knowingly releasing an animal if that person, acting without the consent of the owner or controlling party of an animal, intentionally releases any animal that is lawfully confined.
- (b) The provisions of this section shall not apply to a public servant acting in the course of such servant's official duties.

(Ord. No. 4379, § 1, 7-20-15)

Secs. 4-37—4-45. - Reserved.

ARTICLE III. - ANIMAL CRUELTY AND NEGLECT

Sec. 4-46. - Animal abuse prohibited.

It shall be unlawful for a person to abuse an animal by:

- (a) Intentionally or purposely killing an animal in any manner not allowed by or expressly exempted from the provisions of RSMo Sections 578.005 to 578.023 and 273.030; or
- (b) Purposely or intentionally causing injury or suffering to an animal.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-47. - Animal neglect or abandonment prohibited.

- (a) *Animal neglect.* An owner or controlling party is guilty of animal neglect when he/she fails to provide adequate care, shelter or control of an animal which creates an unreasonable risk of injury to an animal or results in harm to the animal or harm to a person or other domestic animal, including failure to comply with one (1) or more of the following:
- (1) Owners or controlling parties will ensure that all animals are kept in an environment that has both shelter and temperature suitable for that species and/or breed. This includes environments that are inside and outside.
 - (2) Owners or controlling parties will ensure that all areas where animals are kept are cleaned regularly so that fecal matter is disposed of so not to attract insects or rodents, become unsightly or cause objectionable odor.
 - (3) Owners or controlling parties must provide animals with access to clean, unfrozen water in a tip-proof bowl at all times as well as nutritious food at least once daily.
 - (4) Owners or controlling parties will ensure that animals confined to outside pens have not less than one hundred fifty (150) square feet of open space per each animal housed.
 - (5) Owners or controlling parties leave an animal tethered outdoors for more than nine (9) continuous hours a day.
 - (6) No owner or controlling party shall have an animal in their possession that is known to, or suspected to, have an untended injury, accidental injury or deliberate injury, or to exhibit any signs of disease, shock, temperature fluctuations, tremors, swelling, open wounds, inability to eat, blistering or abnormal bleeding, partial paralysis, discharging blood or mucus or any other sign that the animal is not in good health. Owners or controlling parties are required to seek professional veterinary medical attention.
- (b) *Animal abandonment.* An owner or controlling party is guilty of animal abandonment when he/she has knowingly abandoned an animal in any place without making provisions for adequate care or fails to redeem the animal from the city animal shelter upon notification. This includes, but is not limited to, any owner or controlling party that moves from a residence or business and leaves any domestic or farm animal without returning to provide adequate care for the animal(s).

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-48. - Warrant for entry to inspect.

Any duly authorized animal control or law enforcement official may seek a warrant from the appropriate court to enable him/her to enter private property in order to inspect, care for or impound neglected or abused animals. All requests for such warrants shall be accompanied by an affidavit stating the probable cause to believe a violation of this article has occurred. A person acting under the authority of a warrant shall not be liable for necessary damage to property while acting under such warrant.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-49. - Animals confined in vehicles prohibited.

It shall be unlawful for the owner or operator of a motor vehicle to leave an animal confined in a motor vehicle under circumstances that could endanger its life. In the event the animal control officer determines an animal is confined under these circumstances and unable to locate the owner of the vehicle, the animal control officer, with the assistance from the police department is hereby authorized and may enter said vehicle and rescue the endangered animal and thereafter impound it. The officers will attempt to locate the vehicle owner prior to removal if possible and if personal notification is unsuccessful,

a prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and impounded at the city animal shelter.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-50. - Animal habitats shall be clean; inspection authorized.

All structures, pens, coops, or yards wherein animals or fowl are kept or permitted to be, shall be maintained in a clean and sanitary condition at all times, devoid of all rodents and vermin, and free from offensive, disagreeable, or noxious smell or odor to the injury, annoyance, or inconvenience of any inhabitant of the neighborhood. The enclosed area of all such structures shall be constructed in such a way as to be dry at all times on the inside. The animal control officer may at any time inspect, or cause to be inspected, any structure or premises and issue any such order as may be necessary to carry out the provisions of this section.

(Ord. No. 4379, § 1, 7-20-15)

Secs. 4-51—4-65. - Reserved.

ARTICLE IV. - CONFINEMENT, IMPOUNDMENT AND REDEMPTION

Sec. 4-66. - When confinement or impoundment is authorized.

- (a) Any animal in violation of the provisions of this chapter may be impounded at the city animal shelter by the animal control officer or designee.
- (b) Whenever a report is made of a person being bitten, injured or attacked by any dog, cat or ferret or a notice is received by the animal control officer, police department, or health center of a dog, cat or ferret having bitten a person or other animal, but no summons or warrant is sworn up charging maintenance of a dangerous, vicious or ferocious dog, the animal control officer shall immediately issue an order to the owner to confine the animal and keep the animal under observation at the owner's residence for a period of ten (10) days during which time the animal control officer shall check on and observe the animal during the ten-day observation period for signs of rabies. If the owner refuses to comply with the provisions of this section, the animal control officer shall immediately impound the animal at the city animal shelter, a licensed veterinarian's business, or secured compound at the owner's expense for the remainder of the period of the ten-day observation period. It shall be at the sole discretion of the animal control officer to impound an animal if there have been prior complaints of the animal running at large, or neglected or abused, or if the owner is not willing to comply with the observation period. If within the observation period, such animal does not develop or manifest rabies, the owner of the animal shall be released from any further requirement of this section. If the animal develops rabies during such period, it shall be put to death. The animal shall be subject to testing at the owner's expense.
- (c) Any dog or cat observed running at large shall be impounded and kept at the city animal shelter. If the dog or cat has upon it the name or address of the owner, or such or address is known to the animal control officer, the owner shall be notified of the seizure of the animal and redemption procedures followed as below. **Eartipped cats, included in the Trap-Neuter-Release program are exempted from this provision and shall not be considered animals running at large.**
- (d) Whenever a summons or warrant is sworn out against the owner of a dog charging dangerous, vicious, or ferocious animal, the dog in question shall be impounded and kept at the city animal shelter, licensed veterinarian's business, rescuer/rehabilitation center or under in house confinement at the discretion of the animal control officer, pending final disposition of the case.

- (e) Any female dog or cat in season shall be confined in an enclosure. If there is any question of whether or not said animal is in season, it shall be verified by the veterinarian at the owner's expense if it is in season; or at the city's expense if it is not in season.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-67. - Redemption procedures and fees.

- (a) In the event a dog or cat impounded is registered with the city or otherwise identifiable as to its owner, the animal control officer shall send written notice to the address of the person shown to be the owner. Said notice shall indicate that unless the owner redeems the dog or cat within five (5) days from the date of this notice, it may be sold, adopted out, or destroyed by the animal control officer.
- (b) Any dog or cat may be redeemed by the owner within five (5) days after impoundment after showing proof of vaccinations, consent to enter animal city registry if not already registered and payment of impound fees and costs.
- (c) The impound fee and daily board costs are authorized under the schedule of administrative fees by the city council. The impounding fee and daily boarding costs shall be paid in addition to fines and court costs levied if applicable. If the owner of said dog or cat can be determined, the impounding fee and board fee shall be paid regardless of whether or not the owner redeems said animal.
- (d) In addition to any other fees, costs or penalties imposed by this section, the owner or controlling party shall be responsible to pay all reasonable costs and expenses necessary for:
 - (1) The care and maintenance fees as well as fees for implantation of identifying technology imposed by the city animal shelter of neglected or abandoned animals during their impoundment;
 - (2) The disposal of any dead or diseased animals within the person's custody or ownership;
 - (3) The reduction of resulting organic debris affecting the immediate area of the neglect or abandonment; and
 - (4) The avoidance or minimization of any public health risks created by the neglect or abandonment of the animals.
- (e) In the event the impounded dog or cat is not registered with the city and not redeemed or claimed by the owner for five (5) days, the animal control officer shall sell, adopt out or destroy said animal.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-68. - Tranquilizing dangerous dogs.

- (a) Any dog, which is required to be impounded under this chapter and cannot safely be taken up and impounded may be tranquilized by the animal control officer or any police officer, if in his judgment such is reasonable and necessary. The animal shall then be impounded.
- (b) If any animal is found running-at-large without a license or otherwise in violation of this chapter and cannot be safely taken up and impounded by means such as humane trap, tranquilizer dart gun, or other conventional means the animal may be destroyed by the animal control office or a police officer.

(Ord. No. 4379, § 1, 7-20-15)

Sec. 4-69.- Restriction on poultry and chicken hens

The keeping of chickens shall be allowed on a detached single-family lot subject to the following conditions and regulations.

- (a) An application shall be submitted. Following a review of the application and inspection of the property concluding that the proposed location and facilities comply with all regulations as set out in this section and there are no outstanding violations of local, state, or federal law on the

property, and all outstanding fines and invoices due to the city have been paid prior to approval, the city shall issue a permit.

- (1) The property must be a single-family residence with a minimum lot size of 6000 square feet. A tenant must obtain the landlord's written permission to install a coop or pen. Maximum number of chickens allowed will be determined by lot size and are as follows:
 - (a) 6000- 20,000 square feet: 8 chickens;
 - (b) 20,001 square feet- 1 acre: 12 chickens;
 - (c) 1 acre +: 16 chickens;
 - (d) At the animal control officer's discretion, a variance from the maximum number of chickens may be considered, if the property is zoned agricultural or if the lot size is so great that additional chickens can be accommodated without disturbance to neighbors. Additional terms or conditions may be given in association with the grant of a variance or waiver.
- (2) No roosters are allowed.
- (3) Chickens shall be confined and not permitted to run at-large and must not be kept inside the dwelling.
 - (a) No dog or cat which kills a chicken at large will, for that reason alone, be considered a dangerous or vicious animal.
- (4) Coops shall be constructed, repaired, and maintained in a manner to prevent rodents from being harbored underneath or within the walls of the enclosures. Coops shall be built of solid weatherproof materials such as wood, metal, or plastic. Wood shall be treated wood and not particle board that will not withstand outdoor weather conditions. Coop floors shall be made of wood or cement set a minimum of one foot above ground level with a slight slope toward the door or other opening to prevent puddling. Coops shall have at least one solid door and window that can be opened for ventilation. Feces shall be removed and disposed of, composted or land applied in a manner to avoid odor.
- (5) Runs must be situated on a well-drained area that allows the chickens to have access to dry ground at all times. Feces shall be removed and disposed of, composted or land applied in a manner to avoid odor. Coops and runs may not be located indoors (garage, basement, cellar, or accessory structure). Coop or run may not be located in the front or side yards.
- (6) Coops/pens and runs cannot be within ten feet from the applicant residence or within 20 feet of any adjacent residential dwelling, church, school, place of business or other occupied structure. Should 20 feet not be practicable on a lot, the applicant must get a signature from the neighbor consenting to the proposed chicken coop location. Run and coop design, materials, location, and screening shall be reviewed and approved by staff.
- (7) No slaughtering permitted within the city limits.
- (8) No person may breed chickens for sale or sell any chicken byproducts. Chicken feed must be stored in rat-proof containers. Chickens currently kept shall not be grandfathered or permitted to remain after the effective date of the ordinance from which this article is derived unless brought into compliance.
- (9) Chickens running at large will be subject to the provisions of section 4-33.
- (10) Failure of an owner to maintain coops, pens and/or runs and failure to keep chickens in the designated area may result in revocation of permit and a violation of city ordinance described in section 4-6 of this chapter.

DOUGLAS ABELE

ATTORNEY AT LAW
422 EAST SPRING STREET
BOONVILLE, MISSOURI 65233
E-MAIL dabele@undata.com

TELEPHONE
660 882-6611

FACSIMILE
660 882-6621

October 11, 2021

Ms. Kate Fjell
City Administrator
401 Main Street
Boonville, MO 65233

Via Electronic Transmission:
kate.fjell@boonville-mo.org

RE: Review of Easement Agreement

Dear Kate:

In response to our discussion this morning, I have taken some time to write down some observations concerning my review of the proposed Easement Agreement and Perpetual Easement Deed from Robinson Real Estate Easement Company, LLC. My thoughts are as follows:

1. This Easement Agreement is for a PERPETUAL easement to Robinson, that would be a covenant running with the land and would apply to Robinson's business successors. The easement would be recorded in the Deed Records. This is not necessarily a problem, but I wanted to be sure the Council is aware (paragraph #5).
2. Site preparation and construction may start as soon as the option is exercised under the proposed Agreement (Paragraph #6). I suggest some brief language be added to require all appropriate permits be obtained before construction begins.
3. Paragraph #8 allows for an additional option period "by payment of Option Consideration prior to the expiration of the current Option Period." Is there some additional Option Consideration" to be paid besides the construction of the sign for the City? That is unclear to me and should be clarified.
4. Paragraph #9 allows Robinson to enter on the City's adjacent property, as well as the easement tract, to trim trees, vegetation, etc. It might be appropriate to add language for Robinson to provide the City with at least a 24 hour notice before commencing such work, especially since it is in such close proximity to the school.
5. Paragraph #10 allows Robinson to enter the City's adjacent property as well as the Easement Tract to construct and erect electrical wires, poles, etc. Has there been any thought about requiring electrical wires to be underground in accordance with existing regulations?

October 11, 2021

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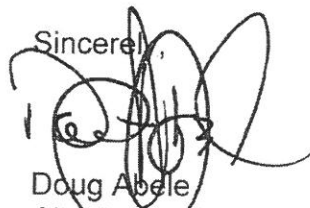
6. Paragraph #15 allows Robinson to remove any structures or materials it erects on the Easement Tract at any time. It might be worth considering the addition of a short provision that makes such removal contingent upon returning the property to the same condition that existed prior to such removal and for any such structures erected by Robinson to be in compliance with Federal, State and Local laws, regulations and codes.

7. The documents will need to contain the "City of Boonville, Missouri, a Municipal Corporation" as the "Seller" and "Grantor" where appropriate in the respective documents.

I don't know that any of the foregoing matters are particularly critical, but the Easement is going to be permanent and this is the appropriate time to make any revisions the Council deems appropriate before the documents are signed. The Easement Deed would also need to be slightly revised to be consistent with any revisions made to the proposed Easement Agreement.

If any proposed revisions are desired by the Council, I would be happy to make them if Robinson can provide a "Word" copy of the documents for revision purposes.

Please let me know if you need any additional information and I would be glad to provide you a more detailed memorandum.

Sincerely,

Doug Abele
City Counselor
City of Boonville, MO

DA/jmw

cc: file

PROJECT PROPOSAL



50 Robinson Industrial Drive
Perryville, MO 63775
t: 573-768-8100
f: 573 547-1075

Proposal For City of Boonville
401 Main Street
Boonville, MO 65233
Phone: 660-882-2332

Project Details

Project Name: Soccer Complex Sign
Project Manager: Danny Marler
Phone: 314-304-8725

Proposal Description & Objective

Furnish all material and labor to construct an on-premise sign for the City of Boonville Soccer Complex in exchange for a permanent easement to erect an off-premise digital billboard.

Project Costs

Material and Labor to Install Sign	
Per Semco Outdoor Estimate #17022-1 (attached)	\$59,819.42
Double-Sided Digital Marquee	\$26,080.00
5' x 9'	
8mm - 192 x 352	
4g Wifi with 1-year paid subscription	
Cloud Based Software	
5 year parts / 5 year labor warranty	
Freight to Destination	
Mounting Hardware, Installation & Electrical Connection	\$3,000.00
Estimated Total Project Cost	\$88,899.42

OPTION FOR EASEMENT AGREEMENT

This Agreement made and entered into this _____ day of _____, 2021 by and between _____ (hereinafter referred to as "Seller") and **Robinson Real Estate Easement Company, LLC**, a Missouri Limited Liability Company (hereinafter referred to as "Buyer"). Seller does hereby agree to sell and Buyer does hereby agree to purchase a Perpetual Easement on the tract of land ("Easement Tract") described and as further shown on Exhibit A subject to the following terms and conditions.

1. Option Period:

Option Period – 90-Days

Option Consideration - \$1.00

Seller hereby acknowledges receipt of the Option Consideration.

2. Easement Purchase Price: Exchange of material and labor to construct an on-premise sign for the City of Boonville Soccer Complex, as outlined in Exhibit C, for a Permanent Easement to erect an off-premise digital billboard. The on-premise sign will be constructed after the issuance of any required state and local sign and electrical permits necessary to erect an off-premise sign or other communication devices on the premises.

3. Closing Date: Seller shall give Buyer 30 days from date of notice of Buyer's election to exercise this option. Buyer shall have the option of choosing a time and date within the allotted 30 days in which to close. Buyer may give seller notice of exercise of option at any time within the option period set forth in item 1, which notice shall contain time, date and place of closing. Closing may occur after the expiration of the option period.

CONDITIONS AND CONTINGENCIES

This Agreement to purchase a perpetual easement shall specifically be contingent upon the following:

1. Buyer has permission to survey and conduct soil tests at Buyer's expense and Buyer shall be responsible to return the land on which the soil tests occurred to its previous condition.
2. Buyer shall acquire any required rezoning and/or State and local building permits and Seller agrees to cooperate and do all things reasonably required by Seller of

the permit issuing authorities to assist Buyer in acquiring the applicable permits, all at Buyer's cost and expense. This Agreement is contingent upon the ability to obtain any necessary Outdoor Advertising permits to erect a sign or other communication devices on the premises.

3. Seller agrees to provide copies of any Liens, Existing Leases, Options or Easements (written or oral) not yet recorded that have any effect on Easement Tract. Both parties agree this Agreement is contingent upon there being no existing property leases on the tract of property described in Exhibit A which would interfere with the lawful execution of this Agreement or the erection of an off-premise sign structure upon the easement. Should Seller be unable to provide Easement Tract which is clear and free of any Mortgages, Liens, Existing Leases, Options or Easements affecting Easement Tract, all option monies paid to Seller as consideration shall be refunded to Buyer. Buyer shall be held harmless in the event of any third-party claims.
4. All notices to be sent under this Agreement shall be either hand delivered or sent by Certified Mail, and postmark shall be deemed date of receipt.
5. This Option Agreement shall be binding upon all successors, heirs, and assigns of both parties hereto.
6. Seller agrees to grant Buyer the right to begin any construction and/or site preparation upon the exercising of the Option.
7. Seller agrees not to enter into, extend, or renew any agreements regarding leasehold of the property described in Exhibit A while this Agreement is in effect.
8. Buyer may automatically renew this Option Agreement under the same terms and conditions for not more than One (1) additional option period by payment of Option Consideration prior to expiration of the current Option Period.
9. Seller, its successors and assigns agree not to install or maintain any improvements or allow any impediment or obstruction to remain on its property and the Easement Tract, including, without limitation, trees or other vegetation that would interfere with or impede the sight-line view from MO Hwy 40 (aka West Ashley Road) or other public right-of-way adjacent to the Easement Tract to the Outdoor Display. Seller further agrees that Buyer may enter upon Grantor's adjacent property and the Easement Tract for the purpose of trimming any trees or vegetation which so obstructs the sight-line view to the Outdoor Display.

10. Seller shall further grant Buyer access over Seller's adjacent property and the Easement Tract as reasonably necessary for the purpose of constructing, erecting and maintaining the appropriate electrical wires and poles for the purpose of providing electricity to the Outdoor Display.
11. Seller agrees to grant Buyer reasonable ingress and egress access to and from the Easement Tract from Buyer's adjacent property for the purpose of constructing and maintaining advertising signs and signboards, where applicable.
12. Seller agrees that at closing, Seller shall execute a Perpetual Easement Deed (Exhibit B).
13. This Agreement shall not be modified or changed except in writing between the parties of interest at the time of the planned modification or change.
14. Seller further agrees not to allow any other off-premise outdoor advertising or communication device to be erected on the Easement Tract and/or Seller's adjacent property within a distance of 1,400 feet in any direction of the Easement Tract; **provided, however**, should Seller sell all or any portion of any adjacent property owned by Seller, the buyer of such property shall be allowed to erect any on-premise advertising device necessary in furtherance of its business purposes.
15. All structures or materials erected by Buyer upon the Easement Tract shall be and remain the property of Buyer and may be removed by Buyer at any time.
16. In the event of a breach of this Agreement, the aggrieved party shall be entitled to recover its legal fees incurred in the enforcement of this Agreement in addition to any other remedy provided by law or equity.
17. In the event any of Buyer's outdoor advertising devices are damaged or destroyed, Buyer shall have such damage repaired to reasonable and customary standards.
18. To the fullest extent permitted by law, Buyer shall indemnify, defend and hold harmless Seller from any and all claims and damages caused by Buyer's actions performed under this Agreement. This indemnification obligation shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

SELLER(S):

BUYER: ROBINSON REAL ESTATE
EASEMENT COMPANY, LLC

by

By: _____
Wes Bell, General Manager

by

by

EXHIBIT A

(this page intentionally left blank until legal description is received)

PERPETUAL EASEMENT DEED

THIS EASEMENT DEED made and entered into effective as of _____, 2021, by _____, a _____ Limited Liability Company, ("Grantor") and **Robinson Real Estate Easement Company, LLC, a Missouri Limited Liability Company**, ("Grantee"), whose address is 50 Robinson Industrial Drive, Perryville, Missouri 63775.

1. For and in consideration of One Dollar (\$1.00) and other valuable consideration paid by Grantee, receipt of which is hereby acknowledged by Grantor, Grantor has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY to Grantee, its successors, and assigns, the perpetual, exclusive, free and uninterrupted use, liberty and privilege of passage in, across, along and over the tract of land located in the County of _____, State of _____ (the "**Easement Tract**") described in Exhibit A attached hereto and incorporated herein by reference. Said easement to be for the purposes of construction, maintenance, operation, repair, replacement or removal of outdoor advertising display structures and/or other communication devices to be located on the Easement Tract (the "Outdoor Display"), and for the purpose of access, vehicular or pedestrian, to and from the Easement Tract over and across Grantor's adjacent property.

2. Grantor, its successors and assigns agree not to install or maintain any improvements or allow any impediment or obstruction to remain on its property and the Easement Tract, including, without limitation, trees or other vegetation, that would interfere with or impede the sight-line view from _____ or other public right-of-way to the Outdoor Display. Grantor further agrees that Grantee may enter upon Grantor's adjacent property and the Easement Tract for the purpose of trimming any trees or vegetation which so obstructs the sight-line view to the Outdoor Display.

3. Grantor further grants Grantee an easement over Grantor's adjacent property and the Easement Tract for the purpose of constructing, erecting and maintaining the appropriate electrical wires and poles for the purpose of providing electricity to the Outdoor Display.

4. Grantor, or its successors, may not in the future without the written consent of the then easement beneficiary-grantee change the zoning on the Easement Tract or do anything that would jeopardize the permit presently in force allowing the present outdoor display location.

Exhibit B

5. Grantor further covenants not to encumber, mortgage or lien the Easement Tract without the prior written consent of Grantee. If the Easement Tract is currently encumbered by a mortgage or Deed of Trust, then Grantor shall obtain the signature of the mortgage holder or beneficiary of the Deed of Trust on a Subordination Agreement, subordinating the interest of the mortgage holder or beneficiary of the Deed of Trust to this Perpetual Easement.

6. This Easement Deed shall not be modified or changed except in writing between the parties in interest at the time of the planned modification or change.

7. Grantor further agrees not to allow any other outdoor advertising or other communication device to be erected on Grantor's property or any property hereafter acquired by Grantor within a distance of 1,400 feet in any direction of the Easement Tract.

8. All structures or materials upon the Easement Tract shall be and remain the property of Grantee and may be removed by Grantee at any time.

TO HAVE AND TO HOLD such easements, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in any way pertaining unto Grantee, and unto its successors and assigns, FOREVER, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that Grantor has a good right to convey the same; and that Grantor will WARRANT AND DEFEND the easement rights in the premises conveyed unto Grantee, its successors and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

GRANTOR(S):

GRANTEE: ROBINSON REAL ESTATE EASEMENT
COMPANY, LLC., a Missouri Limited
Liability Company

by: Wes Bell, General Manager
Address: 50 Robinson Industrial Drive
Perryville, MO 63775

Exhibit B

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ of _____, 2021, before me personally appeared Wesley J. Bell, to me known, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ of _____, 2021, before me personally appeared _____, to me known, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

RESOLUTION NO. R2021-13

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING CONTRACTS BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND GBH BUILDERS INC. FOR LIGHTING IMPROVEMENTS IN THE GYMNASIUM OF JOHNSON FIELD HOUSE AT FT KEMPER PARK AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville has solicited and received bids for lighting improvements a part of the renovations at Johnson Field House on FT Kemper Park and determined that **GBH Builders Inc.** has offered 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 the bid submitted by **GBH Builders Inc.** to the City of Boonville, Missouri for the package of goods and services necessary and appropriate for the Johnson Field House renovations are the lowest and best, 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 18th day of October 2021, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

Boonslick Heartland YMCA
Remodel Johnston Fieldhouse
Bid Date: 8/12/21 @ 3 pm City Hall
Updated Discussion and Contract Recommendations dated 8-25-21

Contractor	Bid A - RR	Bid B - Lobbies	Bid C - Paint GYM	Bid D - Door repair	Bid E - Windows	Bid F - Gym Lights	Bid G - Goals	Bid H - Roof Hatch	Totals
GBH Builders, Inc	\$ 120,500					\$ 24,700		\$ 8,600	\$ 153,800
PC & E	no bid								
Prost Builders, Inc	no bid								
Imhoff Construction	no bid	no bid	no bid		no bid				
Central Missouri Glass				\$ 1,662	\$ 24,354				
SportsCon							\$ 17,172		
Late bid by Imhoff		\$ 25,900.00	\$ 57,000.00		\$ 54,640.00				
Septagon Budget 8-18-21	\$ 115,000.00	\$ 28,000.00	\$ 57,000.00	\$ 1,662.00	?	\$ 24,000.00	\$ 19,000.00	\$ 8,600.00	

Discussion:

Both Jay and I were expecting better bidder participation. A number of items led to this very low number of bids and mentioned yesterday.

The numbers we received are good in comparison to our initial budgets. Base Bid A - Restroom renovations is the only one higher than anticipated.

Septagon does not have a recommendation at this time.

8-18-21 Update: I was sent bids by Imhoff Construction as listed above. His bids did not include electrical.

8-25-21 Update: I Have visited with GBH on the goal pricing and the YMCA has decided on the goals. GBH has \$5,000 in their bid to protect the gym wood floors. Additional work needs to be done on the windows prior to award. The restrooms and lobby rework can be rebid in the future.

10-5-21 Update: If the plywood floor protection is eliminated on the wood floors, GBH will lower the bid to \$18,963.00

Recommendations:

Septagon and PBA recommend Base Bids A, B, C, E, and H be rejected.

Septagon and PBA recommend Base Bid D - Door Repair be awarded to Central Missouri Glass for a purchase order totaling \$1,662.

Septagon and PBA recommend Base Bid F - Gym Lighting contract be awarded to GBH Builders for the revised bid of \$18,963.00

Septagon and PBA recommend Base Bid G - Basketball Goals be awarded to SportsCon for \$16,372 as per the revised proposal attached.

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ALL EQUIPMENT, FACILITIES, DEVICES, MATERIALS, APPARATUS OR MEDIA INCLUDING BUT NOT LIMITED TO DUCTS, LINES, PIPES, HOSES, CABLES, CULVERTS, TUBES, POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, TRANSFORMERS UNDERGROUND VAULTS, SWITCHGEAR, CAPACITORS, RECEIVERS, AND TRANSMITTERS, WITH ALL NECESSARY OR APPROPRIATE APPURTENANCES AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF BOONVILLE AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY AND GAS WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

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

SECTION 1. A non-exclusive franchise, right, permission and authority is hereby granted to, and renewed and vested in Union Electric Company d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers underground vaults, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the City of BOONVILLE, Missouri, hereinafter called "City", as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity

and gas for light, heat, power and other purposes within said City and in territory adjacent to said City, and for the purpose of transmitting electricity and gas through said City; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 3. In order for Company to render efficient and continuous electrical service it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 6. This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

SECTION 7. The City acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said City shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, City agrees to use reasonable efforts to reserve unto Company the rights, privileges and authority herein given and granted to the Company in

upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.

SECTION 8. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 9. Subject to the requirements of Mo. Rev. Stat. § 67.1830 thru § 67.1846, this Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities, which do not require excavation.

SECTION 10. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 11. If, at any time, during the term of this Ordinance, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing and distributing electricity and/or gas for light, heat, power or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Ordinance to provide Company such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and entity or person receiving the more favorable treatment, terms, or conditions.

SECTION 12. Except as provided in Mo. Rev. Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the City.

SECTION 13. This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in Mo. Rev. Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.

Passed and approved this _____ day of _____, 20__.

Mayor
City of BOONVILLE, Missouri

ATTEST:

City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF COOPER)

I, _____, City Clerk within and for the City of BOONVILLE,
in the State and County aforesaid, do hereby certify that:

(1) the foregoing constitutes a full, true and correct copy of Ordinance No. _____
of said County as:

- (a) introduced before the Board of Aldermen on the _____ day of
_____, 20__; and
- (b) completed in the form as finally passed and which remained on file with
the undersigned City Clerk for public inspection at least thirty (30) days
before the final passage thereof; and
- (c) passed by the Board of Aldermen and approved by the Mayor on the
_____ day of _____, 20__, as fully as the same
appears of record in my office;

(2) I did not receive, within thirty (30) days after the final passage and approval of the
Ordinance, a petition sufficient in form and signed by the requisite number of
voters as set forth in § 88.251 RSMo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of BOONVILLE, Missouri, at my office in said County, this _____ day of
_____, 20__.

City Clerk

BILL NO. 2021-028

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF BOONVILLE, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT BETWEEN THE CITY AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPURTENANT TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BOONVILLE, STATE OF MISSOURI, AS FOLLOWS:

SECTION 1. That the proposed contract, in the form as hereinafter set out, by and between the City of BOONVILLE, State of Missouri, hereinafter called "City", and Union Electric Company d/b/a Ameren Missouri, a corporation, its successors and assigns, hereinafter called "Company", providing for the lighting of the streets, avenues, alleys, and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City for its City Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; and that the Mayor and the City Clerk of said City be and they hereby are authorized and directed to execute on behalf of the City said contract in the form set out at Exhibit A hereto attached and incorporated by reference.

SECTION 2. The City hereby grants to Company, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related apparatus and appliances necessary convenient for the efficient performance of said duties, upon, under, over, and across the streets, avenues, alleys, and other public places in said City.

SECTION 3. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force from and after its passage and approval.

Passed and approved this _____ day of _____, 20__.

Mayor, City of BOONVILLE

ATTEST:

City Clerk

EXHIBIT A
CONTRACT FOR STREET AND OUTDOOR LIGHTING SERVICE

THIS CONTRACT, by and between UNION ELECTRIC COMPANY, d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the City of BOONVILLE, hereinafter called "Customer";

WITNESSETH:

WHEREAS, Customer has determined that the continued lighting of the streets, alleys and other outdoor public areas is necessary for the convenience or safety of the public and should be provided by contract with Company; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri (hereafter "PSC") in accordance with law;

NOW THEREFORE, Customer does hereby award to Company this contract for lighting within the territorial limits of Customer as they now exist or may hereafter be extended, and within the area thereof which Company now is authorized to serve or may hereafter be authorized to serve; and Customer agrees to pay for and Company agrees to sell and deliver said services in the manner and subject to the terms and conditions hereinafter set forth.

1. Street and Outdoor Area Lighting Service. Initial Street and Outdoor Area Lighting Service supplied by Company on Company-owned facilities or Customer-owned facilities shall be of the type and character set forth in Appendix 1 attached hereto. Additional Street and Outdoor Lighting Service may be requested by Customer from time to time and shall be provided pursuant to a written addendum to this contract.

2. Tariffs. All service hereunder shall be supplied by Company and paid for by the Customer as provided by the terms and conditions of Company's Rate Schedules 5(M) or 6(M) in effect at the time service is provided, a current copy of which

is attached hereto as Appendix 2. These tariffs may be amended as allowed by state law governing electrical corporations.

3. Right to Install Company Facilities. Customer hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over, and across the streets, avenues, alleys, and other public places within the territorial limits of Customer.

4. Notice, etc. All notices, applications and requests by the Customer hereunder shall be in writing signed by an authorized representative and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the Customer.

Ameren Missouri
Attn: Regional Account Executive
2001 Maguire Boulevard
Columbia, MO 65201

5. Term. The term of the contract is twenty (20) years. This contract expires on _____.

6. Termination of Prior Agreements. This contract supersedes and cancels any prior agreements between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be
executed in duplicate and effective _____.

UNION ELECTRIC COMPANY d/b/a Ameren Missouri

By: _____
Sr. Vice President, Customer Operations

ATTEST:

Assistant Secretary

CITY OF BOONVILLE, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

NOTIFICATION OF TEMPORARY STREET CLOSURE / PARKING RESTRICTION REQUEST

Organization: SS Peter + Paul Catholic Parish Date: Oct. 12, 2021

Name: Diane Brimer Phone Number: 660-882-8468

Street Closure:

_____ has requested that _____ be closed between (streets)
_____ and _____ from (time, day, date) _____
20__ to _____, 20__.

Parking Restriction:

SSPP Catholic Parish has requested that parking be restricted on both / 1 ^{- southside} side(s)
of Morgan St. between (streets) 7th Street and 8th Street from (time,
day, date) 7:00 AM Nov. 7, 2021 to 4:00 PM Nov. 7, 2021.

List the residences and businesses adjacent to the requested closure or restriction. Notify the affected parties and obtain a signature to confirm notification. Parties affected by the closure must sign the form in person, no verbal or phone approval allowed. If a party refuses to sign, please indicate the name and note the denial on this application. Persons with objections must appear before the City Council prior to the request approval to voice their concerns. Use reverse side if necessary.

Business Name:

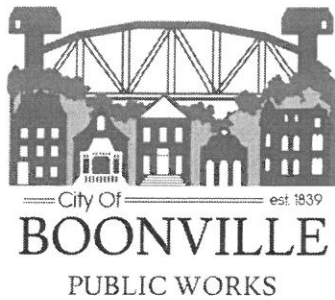
Signature:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Form must be submitted to receive Council approval prior to date of closure or restriction request.
Council meetings are the 1st and 3rd Monday of each month.

Cc: Police Department, Fire Department, Park Department, Public Works

(Rev. 4/28/09)



MEMORANDUM

TO: Kate Fjell, City Administrator

FROM: Jeff Ditto, Director of Public Works

DATE: October 6, 2021

RE: Purchase of Highway De-Icing Salt

We received four responses to our request for bids for the purchase of Highway De-Icing Salt:

Central Salt, Lyons Mine- \$76.14
Cargill Deicing Technology- \$96.25
Compass Minerals- \$88.62
Gunther Salt- \$119.70

I sent our request to five vendors.

The price is per ton, delivered to 1200 Locust Street. The allocation requested in the call for bids was 750 tons.

I recommend we accept the bid of Central Salt.

Past year's price:

2016-2017 \$72.85 per ton, Compass Minerals
2017-2018 \$72.05 per ton, Compass Minerals
2018-2019 \$92.04 per ton, Compass Minerals
2019-2020 \$95.45 per ton, Central Salt
2020-2021 \$72.74 per ton, Compass Minerals

**CITY OF BOONVILLE
PLANNING AND ZONING COMMISSION MEETING
MINUTES OF AUGUST 10, 2021**

VOTING MEMBERS PRESENT

- 1) Steve Hage, Building Inspector
- 2) Whitney Venable
- 3) Matt Billings, Chairman
- 4) Zach Sipmson
- 5) Ned Beach

VOTING MEMBERS ABSENT: Sonny Warren, Clark Greis, Josh Snoddy

STAFF/PRESENTERS/GUESTS

Scott Vogler	Troy Thurman
Kate Fjell	Kristy Thurman
Jeff Ditto	Megan McGuire
	Tim Crockett

Agenda Posted on October 7, 2021 at 4:20 PM

1. CALL TO ORDER: Mr. Billings called the meeting to order at 6:02 p.m. Roll call was taken with six (5) of eight (8) members present constituting a quorum.
2. MINUTES: Mr. Hage moved, and Mr. Venable seconded a motion that the minutes be approved. Motion passed unanimously.
3. HEARING OF PUBLIC COMMENTS:
None
4. OLD BUSINESS:
None
5. NEW BUSINESS:

a. Consider revised site plan, annexation and zoning request for Fox Hollow Subdivision

Mr. Billings asked Ms. Fjell to open the discussion. Ms. Fjell stated that she provided a cover page to the revised submission from Fox Hollow with the changes detailed. The changes include requested zoning changes and a different layout to the overall development, moving multifamily housing adjacent to the proposed park development. Ms. Fjell introduced Ms. McGuire, a representative from the development team to discuss the project in more detail. Ms. McGuire began by stating that the Planning and Zoning Commission approved a preliminary plan in February with an allowance for low volume street width and exceeding the terminal street length. The Council then took up the issue and held a public hearing. Ms. McGuire stated that following the public hearing the preliminary plan and annexation petition were tabled when it was evident that the use of TIF was not viable. The TIF plan was withdrawn, and discussions continued with developers and staff about other options, including the current plan of purchasing a 15 acres parcel for park development. Ms. McGuire stated that Council took up this proposal at a Council meeting and moved to continue working on this project. Ms. McGuire

concluded that the developers were here tonight to restart the conversation and bring forward the revised plan. She then asked Mr. Crockett, engineer for the developers, to discuss the revised preliminary plan.

Mr. Crockett stated that annexation is still 216 acres, the zoning will now be R-1, R-2 and R-A. R-A will be the park land and R-2 will consist of duplexes near the park area. Mr. Crockett stated that this is still a long range development plan and that the zoning request is compatible with adjacent areas in the City. Mr. Crockett states that the utilities are available to serve the development. Mr. Crockett stated that the developers were still asking for the allowance of utilizing the low volume street width of 28 feet for all streets except for Fox Hollow Drive, which is the main throughfare through the development, which will be 32 feet. Mr. Crockett stated that with the revised design, developers are asking for an allowance to exceed the terminal street at only one location, the road going into the park. Mr. Crockett stated that the development plan meets all the requirements of the FAA and airport and that with the park being put in there are not any homes in the 500 foot airport restriction area.

Mr. Crockett stated that he and Mr. Vogler are still reviewing the stormwater controls for Phase 1. As drawn, half of the development will drain into ponds on the golf course, which is fine, but the other half is draining onto Pierre Lane. Mr. Crockett stated that they will find an amendable solution through continued discussions.

Mr. Vogler stated that due to limited time, he only completed a full review of Phase 1. All of his comments have been addressed and fixed by Mr. Crockett, except the stormwater issue. Mr. Hage asked Mr. Vogler to explain the stormwater issue in greater detail. Mr. Vogler stated that a little more than half of the stormwater from Phase 1 will run onto Pierre Lane. The other stormwater will run into the three ponds that are on City property at Hail Ridge. Mr. Hage inquired if the ponds were of an adequate size to handle the run-off. Mr. Vogler affirmed that the ponds were of an adequate size. Mr. Vogler stated that this will not be an issue on future phases, the run off at Pierre Lane is only relevant to Phase 1. Finally, Mr. Vogler stated that since Fox Hollow is a larger street, 32 feet, the Commission should allow a variance on the sidewalk requirements for development. Sidewalks are required on both sides of a major street; however, since there are no houses on the east side of Fox Hollow Drive a sidewalk is not necessary.

Mr. Hage moved and Mr. Venable seconded a motion to approve the preliminary plat, pending Scott's review and approval of all submitted plans and a resolution to the stormwater control for Phase 1. Additionally, the Commission approves a recommendation for a variance from the sidewalk requirement on Fox Hollow Drive where there are houses only on one side of the road. The Commission also recommends that an allowance should be made to use low volume street width in the development, except for Fox Hollow Drive, and an allowance for exceeding the maximum distance of a terminal street.

Ayes: Simpson, Venable, Billings, Beach, Hage (5). Nays: None (0). Abstain: None (0). Motion carried

Mr. Hage moved and Mr. Simpson seconded a motion to recommend to Council that the preliminary plan, annexation and zoning should be taken off the table at the October 18th meeting for a 3rd reading at the November 1st meeting.

Ayes: Simpson, Venable, Billings, Beach, Hage (5). Nays: None (0). Abstain: None (0). Motion carried

Mr. Venable moved and Mr. Beach seconded a motion to recommend to Council that they set a public hearing on to take comments on the revised plan at a future council meeting.

Ayes: Simpson, Venable, Billings, Beach, Hage (5). Nays: None (0). Abstain: None (0). Motion carried

6. MISCELLANEOUS:

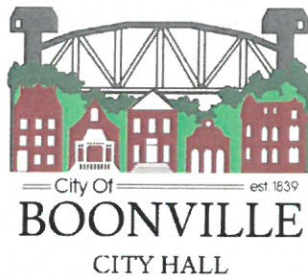
Mr. Simpson inquired about the next meeting, stating that several Commissioners would not be in town. Ms. Fjell stated that she would email the group to find a suitable meeting date for November if needed.

7. ADJOURN

Mr. Venable moved, and Mr. Beach seconded a motion to adjourn the meeting. The motion passed unanimously. The Meeting adjourned at 6:30 PM

Respectfully submitted,

Kate Fjell, City Administrator



DATE: October 13, 2021

TO: Mayor and City Council

From: Matt Billings, Planning and Zoning Chairman

RE: Fox Hollow Subdivisions

At the Tuesday, October 12, 2021, Planning and Zoning meeting, we included on the agenda a presentation from the Fox Hollow developers with a revised preliminary plan and a letter detailing some changes to their annexation and zoning petition. This information is included in the council packet. The planning and zoning voted to approve the preliminary plan with the following contingencies: that staff review and approve the preliminary plat and resolution of the stormwater control for the portion of Phase 1 that is draining onto Pierre Lane. The recommendation allows the developers to utilize the 28-foot low volume roads allowance and to exceed the length of a terminal street (this will be the road into the park). Additionally, it is recommended that we allow developers to only put a sidewalk on the west side of Fox Hollow Drive, since there will be no houses on the east.

The Commission respectfully asks the City Council to make a motion at your October 18, 2021, Council meeting to take the preliminary plan and annexation petition off the table for a 3rd reading on November 1st. Additionally, although the changes are generally minor and the intensity of use with the revised zoning is actually decreased it is our recommendation that Council set a public hearing at the same meeting for November 15, 2021 to receive public comment on the proposed development.

VAN MATRE LAW FIRM, P.C.

CRAIG A. VAN MATRE (RETIRED)
ROBERT N. HOLLIS
GARRETT S. TAYLOR
CASEY E. ELLIOTT
RICHARD B. HICKS
KAREN E. HAJICEK
BRIAN R. HAJICEK

A PROFESSIONAL CORPORATION
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E-MAIL robert@vanmatre.com

THOMAS M. HARRISON
JOSHUA J. SIEG
ROGER W. JOHNSON

EVERETT S. VAN MATRE
(1922-1998)

October 7, 2021

City of Boonville
Office of City Administrator
Attn: Kate Fjell
401 Main Street
Boonville, Missouri 65233

Re: Thurman Development

Dear Ms. Fjell,

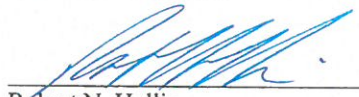
On behalf of my client, Troy Thurman Construction Company, Inc., please consider this as a request that the City of Boonville (the "City") City Council continue its consideration of that certain Petition Requesting Annexation of Land to the City of Boonville, Missouri and Designation of Zoning Classifications (the "Petition") submitted to the City by my client. Based on feedback from the community and the City following the public hearing on the Petition, we are providing supplemental information. More specifically, there is no longer condition to annexation that tax increment financing be approved or that a deannexation agreement be approved. There is now a condition to annexation that a development agreement be approved, with terms substantially similar to terms that have been submitted to the City. There also remains a condition to annexation for the approval of zoning designations substantially the same as originally submitted and as shown on the plans submitted herewith. All other aspects of the Petition remain unchanged except as described above.

Should you have any questions about the foregoing, please do not hesitate to contact me. Thank you in advance for your time and consideration.

Very truly yours,

Van Matre Law Firm, P.C.

By:


Robert N. Hollis

**City of Boonville
Police Board Minutes From
October 11th, 2021
Boonville Police Department
401 East Morgan Street
Boonville, Mo. 65233**

NOTICE POSTED ON 10/01/2021at 11:25 A.M.

- 1. Meeting was called to order at 7:00 P.M. by Chairman Michael Drew**
 - A. Members Present: Michael Drew, Gene Cummins, Ralph Twillman, Brett Cooper, Jon Morten, and Chief Bobby Welliver**
- 2. Members Absent: Theresa Hurt-City Council Representative**
- 3. Guests Present: None**
- 4. Public Comments: None**
- 5. Gene Cummins made the motion to approve the minutes from the August 9thth, 2021 meeting which was seconded by Jon Morten. Motion was approved by unanimous vote.**

Reports

A. Chief Welliver

- 1. Matthew McKinney has been hired as our part-time communications officer.**

6. Unfinished Business

- A. One of the two vehicles we ordered has arrived and is now set-up and in service. The second vehicle still does not have a build date.**
- B. Assistant Chief Randall Ayers has reviewed several employment contracts and spoke to the board on their findings. After discussion the board made the following recommendations:**
 - 1. Brett Cooper made the motion which was seconded by Ralph Twillman and passed by unanimous vote to ask the City to implement a tuition reimbursement program for 2022-2023. We would offer the tuition reimbursement during recruitment. The officer hired would sign a two-year contract and would be reimbursed 1/12 of the tuition cost monthly for the first year of the contract. The cost of this program would be approximately \$5,000.00.**
 - 2. Ralph Twillman made a motion which was seconded by Brett Cooper and passed by unanimous vote to ask the City to add step raises in the police department. Currently all officers in a group make the same salary. A new Patrol Officer makes the same as a Patrol Officer who has been employed for many years.**
 - 3. Ralph Twillman made the motion which was seconded by Brett Cooper and passed by unanimous vote to ask the City Council to add one new officer for the 2022-2023 budget. This officer would be available to fill the vacancies left from those who leave the department all together, while waiting for new hires, those who are out sick or at training so that we can scale back the dependency on over-time hours being paid.**

4. The Board discussed that in the future they would like to see the City place money in the budget so the Police Department could recruit applicants who are not currently certified to be a police officer. They felt by doing this we would be able to attract more candidates. The recruit would be a full-time employee while in training. In return the recruit would sign a three-to-four-year contract at the police department. The basic training is 14-16 weeks, and the cost would be approximately \$15,000.00 to \$20,000.00 The Board also discussed and recommended the City look into adding one additional officer to the police department. This would allow the police department to be fully staffed while the recruit is in training. If there is no recruit in training the extra officer could be used on patrol as needed. By having the extra officer, it would reduce overtime expenses we have now covering shifts.

7. New Business:

- A. None

8. Miscellaneous:

- A. We are in the process of installing a new security system at the P.D. The new system will use proximity card and key fobs for entry instead of a keypad. It should be fully installed and operational by the end of October.

9. Ralph Twillman made the motion to adjourn which was seconded by Brett Cooper. Motion was approved by unanimous vote.

Meeting Adjourned At 8:06 P.M.

Respectfully Submitted,



Chief Bobby Welliver

City of Boonville
Historic Preservation Advisory Commission Minutes
October 11, 2021

The Boonville Historic Preservation Advisory Commission met on Monday, October 11, 2021 at 6:30pm in the River, Rails and Trails Museum/Visitor's Center at 100 East Spring Street, Boonville, MO. The following members were present: Cheryl Gates, Nicole Strong and Kate Johnson, Ed Scrivner, and City Council Representative, Susan Meadows

CALL TO ORDER:

Meeting was called to order at 6:35 by Cheryl Gates

READING OF MINUTES:

It was moved and seconded that we dispense with the reading of the last meeting since all members were present.

PUBLIC COMMENTS:

There were no public comments made.

OLD BUSINESS: None

NEW BUSINESS: Discussion of viability of the Boonville Historic Preservation Advisory Commission. It was stated that although there are several "powers and duties" afforded to this commission according to the Boonville, Missouri Comprehensive/Strategic Plan (Article IV, Sec. 17) we have only been included in two decisions concerning historic properties even though several construction projects have been completed in historic districts since activity of this commission resumed in 2019.

BHPAC was inactive for several years before resuming activity in 2019. We believe that because of this little is known about our commission and that this commission is to be notified on building projects or restorations that take place on historic structures.

It was decided that to help alleviate the lack of inclusion in reviewing applications for historic property construction permits, that an information pamphlet will be designed and printed to distribute to all Boonville City entities involved in planning and permits, all City Council Members, Mayor and all others concerned. It was suggested that we also send them out to all Real Estate Offices in Boonville for themselves as well as new residents who are purchasing homes in historic districts. Cheryl Gates will check with Kate Fjell and/or Teresa Studley for funds to have this pamphlet printed.

It was also discussed that since this commission serves in an advisory capacity, a seven-person commission is not needed going forward. This will be brought to the attention of the City Manager, Mayor and City Council to possibly reduce this commission to no more than two to four members and one or two knowledgeable advisors. The only obstacle this may incur is our CLG (Certified Local Government) standing with the State Historical Society. It has been noted that we have not received much help regarding any questions we have put forth to the State Historic Preservation Commission although some webinars have been informative. Cheryl Gates will check on the requirements of the CLG program.

It was discussed that all information obtained about these proposals will be emailed to all commission members. It was also discussed that future meetings could be done electronically, especially in the upcoming winter months. We will take a virtual vote on this via email.

ADJORNMENT:

There was a motion to adjourn at 7:30pm by Ed Scrivner, seconded by Kate Johnson. Unanimous agreement and meeting adjourned.

**M.U.S.T.A.N.G.
Board Minutes From
Regular Session
October 13th, 2021
Cole County Sheriff's Department
350 E. High Street
Jefferson City, Mo. 65101
Posted 10/04/2021 9:27 A.M.**

- 1. The M.U.S.T.A.N.G. Board met in Regular Session on October 13th, 2021, and was called to order at 10:00 A.M. by Chairman Bobby Welliver.**
- 2. Voting Board Members Present: Bobby Welliver, Steve Myers, John Wheeler, Steve Weaver, and Clay Chism.**

Others Present: Joe Pangburn, Bill Ladwig, Britt Shea, Betsy Wieberg, and Aaron Hazelton.

Guests Present: None

- 3. Public Comments: None**
- 4. Steve Myers made the motion to approve the minutes from the July 14thth, 2021 meeting which was seconded by Clay Chism. Motion was approved by unanimous vote.**

5. Reports

A. Board Members: None

B. Business Report: Betsy Wieberg advised the board of the account balances.

6. Unfinished Business:

- A. The revised SOP's have been drafted and will be sent to each department for review. Once each agency signs off, they will become effective.**

7. New Business:

- A. None**

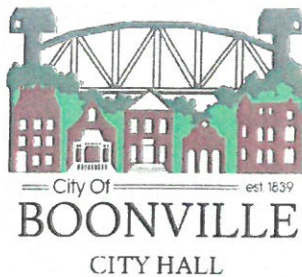
8. Miscellaneous:

- A. Discussion was held regarding disposing of a vehicle no longer is use. By unanimous consent the board authorized John Wheeler to dispose of the vehicle.**
- 9. At app. 10:06 A.M. John Wheeler made a motion to go into closed session as needed for RSMo 610.021 (3) Personnel, RSMo 610.021 (18) Law Enforcement Operations, RSMo 610.100 (2) Arrest Reports, RSMo 610.100 (3) Inactive Reports, and RSMo 610.120 Ongoing Investigations which was seconded by Steve Myers. Motion was passed by unanimous vote.**
- 10. At app. 10:12 A.M. John Wheeler made a motion to return to Open Session which was seconded by Clay Chism. Motion was passed by unanimous vote and the Board returned to Open Session and discussion of any other miscellaneous items.**
- 11. Next meeting was scheduled for January 12th, 2022, at 10:00 A.M. at the Cole County Sheriff's Department's**
- 12. At app. 10:28 A.M. Clay Chism made a motion to adjourn was seconded by Steve Weaver. Motion was passed by unanimous vote.**

Respectfully Submitted,

Bobby Welliver

Chief Bobby Welliver-Board Chairman



October 12, 2021

To: Mayor and City Council

From: Kate Fjell, City Administrator

RE: Signal timing/coordination with MoDOT lights

For the past several years, we have had an informal agreement with MoDOT where they will adjust the timing of our lights (Main/Morgan and Main/Spring) when there was a crash on I-70 and traffic was diverted through Hwy 40 and downtown Boonville. This adjustment allowed for longer green lights on Main Street, to keep traffic flowing. This adjustment had to be done manually and required a MoDOT person to come down to Boonville to change the signal timing in our existing cabinets.

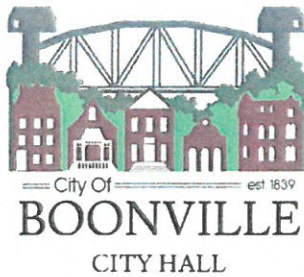
MoDOT approached Jeff and I several months ago asking if we would be interested in looking into other options to improve the signal detour timing at our lights with MoDOT lights also on Main Street. We met with them last week to discuss their suggestions and plans. The signal timing worksheet (both current and proposed) is included in your packet for your information. The proposed timing is substantially like our current existing timing, but there are a few changes that we wanted you to learn about and concur with MoDOT's plan before proceeding.

Here are the key items:

1. The proposed plan updates the city signals to current safety standards for the yellow and red change period. Garrett Depue, MoDOT Senior Traffic Studies Specialist determined that the red clearance is not adequate for the current speed limit on Main Street (20mph). The red clearance is the amount of time that all approaches will be red. The purpose of increasing the red clearance is to allow for a vehicle who may have run a red light to get through the intersection and reduce the risk of collision with conflicting traffic.

Regardless of Council's thoughts on other options, **this timing change MUST be made** to make our lights compliant with safety standards.

2. The proposed plan will increase the pedestrian timing (flashing don't walk indication). Similar to #1 **this timing change also MUST be done** to bring us into compliance with safety standards and the timing is determined based on the amount of time needed for a pedestrian to travel from curb to the far side curb.
3. In the proposed changes to signal timing, is a request for the City lights to utilize "Dynamic Max" programming. This will replace the need for MoDOT to manually adjust our lights in the cabinets. Dynamic Max will streamline detour events and is a traffic responsive program that is a seamless transition to changing signal timing. Dynamic Max is a program by which the lights automatically adjust the amount of green time for a specific movement or movements based on



increasing or decreasing traffic volume at an intersection and will result in alternative signal timing. For detour events, this means that the green time would increase on Main Street when the detour is occurring and will decrease when the detour concludes. This change will happen much faster than it currently does and hopefully result in improved traffic flow through town. MoDOT currently utilizes Dynamic Max on their lights at Main/Ashley and Main/ Bingham; so, our lights would operate similar to the lights at the MoDOT intersections, again improving the traffic flow through town.

4. If we adopt the Dynamic Max program, the biggest change most people will notice is that the City's main street traffic signals will be operational 24 hours a day; currently our lights begin flashing red at 10PM to 6AM.

The proposed changes by MoDOT would make our traffic signals and MoDOT's signals more complimentary, particularly during a detour event. It is Jeff and I's recommendation that we adopt the proposed changes made by MoDOT.

Existing

SIGNAL TIMING - PHASE DATA																	
Route 5 @ Spring St		City Boonville		County Cooper		ID N/A		IP 10.3.154.112									
By MoDOT - GWD 573-751-5754		Date 7/13/2021															
Min Initial / Green	6.0	Phase 1	6.0	Phase 2	6.0	Phase 3	6.0	Phase 4	15.0	Phase 5	6.0	Phase 6	6.0	Phase 7	6.0	Phase 8	15.0
Unit Extension / Passage Time	4.0		5.0		4.0		5.0		5.0		4.0		5.0		4.0		5.0
Max 1	25.0		35.0		25.0		35.0		35.0		25.0		35.0		25.0		35.0
Max 2	30.0		50.0		30.0		50.0		50.0		30.0		50.0		30.0		50.0
Yellow	4.0		4.0		4.0		4.0		4.0		4.0		4.0		4.0		4.0
Red Clearance	1.0		1.0		1.0		1.0		1.0		1.0		1.0		1.0		1.0
Added Initial																	
Max Initial																	
Time Before Reduction																	
Time To Reduce																	
Minimum Gap																	
Walk			7.0				7.0					7.0					7.0
FDW (Siemens Calls this 'Ped Clear')			8.0				8.0					8.0					8.0
Recall (Min / Max)							MIN										MIN
Locking Memory																	
Dual Entry																	
Assigned Detector Input	Det 1	Det 2	Det 3	Det 4	Det 5	Det 6	Det 7	Det 8									
Detector Switch Phase																	
Detector Delay - Controller																	
Assigned Ped Detector Input		Ped Det 1		Ped Det 2		Ped Det 3		Ped Det 4									
Dynamic Step																	
Dynamic Max																	
Emergency Flash	5	RED		Spring St		RED											

Existing

SIGNAL TIMING - COORDINATION

		Route <u>5</u>		@		Spring St		By <u>MODOT - GWD</u> 573-751-5754			
City <u>Boonville</u>		County		Cooper		ID <u>N/A</u>		IP <u>10.3.154.112</u>		Date <u>7/13/2021</u>	
		Comments This signal is maintained by City of Boonville. 4/3/1 is I-70 Detour Dial. Detour is Day 51 - Used for expected closure of I-70.		FREE TIMES ALL OTHER TIMES		Sun - Sat 6:00 - 22:00		Flash Sun - Sat 0:00 - 6:00 22:00 - 24:00		4/3/1 Detour 0:01 - 24:00	
Signal Sequence 0 R1 1 2 3 4 R2 5 6 7 8 D/S ALL		ALT SEQ 1		ALT SEQ 2		ALT SEQ 3		D/S		Mode 0: Actuated 1: Coord Phase 2: Min Recall 3: Max Recall 4: Ped Recall 5: Max + Ped Recall 6: Phase Omit 7: Dual Coord Phase	
		ALT SEQ 1		ALT SEQ 2		ALT SEQ 3		D/S		1/1/1 Time Mode Cycle Length PHASE Offset	
		ALT SEQ 1		ALT SEQ 2		ALT SEQ 3		D/S		2/1/1 Time Mode Cycle Length PHASE Offset	
		ALT SEQ 1		ALT SEQ 2		ALT SEQ 3		D/S		3/1/1 Time Mode Cycle Length PHASE Offset	
		ALT SEQ 1		ALT SEQ 2		ALT SEQ 3		D/S		4/2/1 Time Mode Cycle Length PHASE Offset	
		ALT SEQ 1		ALT SEQ 2		ALT SEQ 3		D/S		4/3/1 Time Mode Cycle Length PHASE Offset	
COORD SETUP		Operation: 1 - Auto		Max: 0 - Inhibit		Offset: 0 - Begin		Max Dwell: 0		Yield Period: 0	
Mode: 2 - Perm Yield		Correction: 2 - SWY		Force: 0 - Plan							

Proposed

SIGNAL TIMING - PHASE DATA

		Route <u>5</u> @ <u>Spring St</u> By <u>MoDOT - GWD 573-751-5754</u> City <u>Boonville</u> County <u>Cooper</u> ID <u>N/A</u> IP <u>10.3.154.112</u> Date <u> </u>	
Phase 1	Phase 2	Phase 3	Phase 4
6.0	6.0	6.0	10.0
2.0	2.5	2.5	3.0
15.0	25.0	20.0	40.0
Max 1			
Max 2			
Yellow	4.0	4.0	4.0
Red Clearance	2.9	4.3	4.3
Added Initial			
Max Initial			
Time Before Reduction			
Time To Reduce			
Minimum Gap			
Walk	7.0		7.0
FDW (Siemens Calls this 'Ped Clear')	8.0		9.0
Recall (Min / Max)			MIN
Locking Memory			
Dual Entry	YES		
Assigned Detector Input	Det 1	Det 2	Det 3
Detector Switch Phase	Phase 6		Phase 8
Detector Delay - Controller	8.0		
Assigned Ped Detector Input	Ped Det 1		Ped Det 2
Dynamic Step	(SPC FUNC #1)		25.0
Dynamic Max	Sun-Sat: ALL DA		115.0
Emergency Flash	5	RED	Spring St
			RED

Proposed

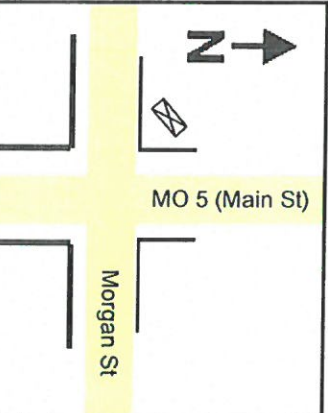
SIGNAL TIMING - COORDINATION

		Route 5 City Boonville County Cooper ID N/A IP 10.3.154.112		By MODOT - GWD 573-751-5754	
Signal Sequence R1 1 2 3 4 R2 5 6 7 8 D/S ALL		Comments This signal is maintained by City of Boonville. Phase 2&6 Ped Clearance = 12sec (8sec FDW + 4sec Yellow) Phase 4&8 Ped Clearance = 13sec (9sec FDW + 4sec Yellow)		FREE TIMES ALL TO DAY	
		ALT SEQ 1 D/S		ALT SEQ 2 D/S	
		ALT SEQ 3 D/S		ALT SEQ 4 D/S	
		ALT SEQ 5 D/S		ALT SEQ 6 D/S	
		ALT SEQ 7 D/S		ALT SEQ 8 D/S	
COORD SETUP Operation: 0 - Free Mode: 2 - Perm Yield		Max: 0 - Inhibit Correction: 2 - SWY		Offset: 0 - Begin Force: 0 - Plan	
Max Dwell: 0 Yield Period: 0		1/1/1 Time Mode Cycle Length		1 2 3 4 5 6 7 8 PHASE Offset	
2/1/1 Time Mode Cycle Length		1 2 3 4 5 6 7 8 PHASE Offset		1 2 3 4 5 6 7 8 PHASE Offset	
3/1/1 Time Mode Cycle Length		1 2 3 4 5 6 7 8 PHASE Offset		1 2 3 4 5 6 7 8 PHASE Offset	
4/1/1 Time Mode Cycle Length		1 2 3 4 5 6 7 8 PHASE Offset		1 2 3 4 5 6 7 8 PHASE Offset	
1/2/1 Time Mode Cycle Length		1 2 3 4 5 6 7 8 PHASE Offset		1 2 3 4 5 6 7 8 PHASE Offset	

Existing

SIGNAL TIMING - PHASE DATA

Route 5 @ Morgan St By MoDOT - GWD 573-751-5754
 City Boonville County Cooper ID N/A IP 10.3.154.118 Date 7/13/2021



	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8
Min Initial / Green	6.0	6.0	6.0	15.0	6.0	6.0	6.0	15.0
Unit Extension / Passage Time	4.0	5.0	4.0	5.0	4.0	5.0	4.0	5.0
Max 1	25.0	35.0	25.0	35.0	25.0	35.0	25.0	35.0
Max 2	30.0	50.0	30.0	50.0	30.0	50.0	30.0	50.0
Yellow	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Added Initial								
Max Initial								
Time Before Reduction								
Time To Reduce								
Minimum Gap								
Walk		7.0		7.0		7.0		7.0
FDW (Siemens Calls this 'Ped Clear')		8.0		8.0		8.0		8.0
Recall (Min / Max)				MIN				MIN
Locking Memory								
Dual Entry		YES		YES		YES		YES
Assigned Detector Input	Det 1	Det 2	Det 3	Det 4	Det 5	Det 6	Det 7	Det 8
Detector Switch Phase								
Detector Delay - Controller								
Assigned Ped Detector Input		Ped Det 1		Ped Det 2		Ped Det 3		Ped Det 4
Dynamic Step								
Dynamic Max								
Emergency Flash	5		RED				Morgan St	RED

Existing

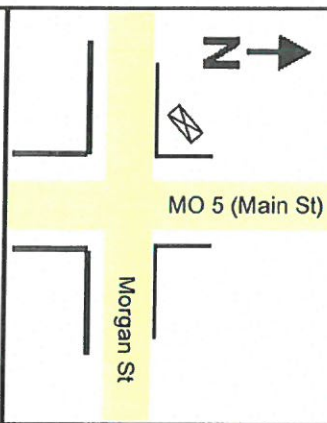
SIGNAL TIMING - COORDINATION

		Route <u>5</u>		@		Morgan St		By <u>MODOT - GWD</u> 573-751-5754			
City <u>Boonville</u>		County		Cooper		ID <u>N/A</u>		IP <u>10.3.154.118</u>		Date <u>7/13/2021</u>	
		Comments This signal is maintained by City of Boonville. 4/3/1 is I-70 Detour Dial. Detour is Day 51 - Used for expected closure of I-70.		FREE TIMES ALL OTHER TIMES		Sun - Sat 6:00 - 22:00		Flash Sun - Sat 0:00 - 6:00 22:00 - 24:00		4/3/1 Detour 0:01 - 24:00	
Signal Sequence 0		ALT SEQ 1		ALT SEQ 2		ALT SEQ 3		Mode 0: Actuated 1: Coord Phase 2: Min Recall 3: Max Recall		4: Ped Recall 5: Max + Ped Recall 6: Phase Omit 7: Dual Coord Phase	
R1 1 2 3 4 R2 5 6 7 8 D/S ALL		D/S		D/S		D/S		1/1/1 Time Mode Cycle Length 0		PHASE 1 2 3 4 5 6 7 8	
								2/1/1 Time Mode Cycle Length 0		PHASE 1 2 3 4 5 6 7 8	
								3/1/1 Time Mode Cycle Length 0		PHASE 1 2 3 4 5 6 7 8	
								4/2/1 Time Mode Cycle Length 100		PHASE 1 2 3 4 5 6 7 8	
								4/3/1 Time Mode Cycle Length 150		PHASE 1 2 3 4 5 6 7 8	
COORD SETUP		Operation: 1 - Auto Mode: 2 - Perm Yield		Max: 0 - Inhibit Correction: 2 - SWY		Offset: 0 - Begin Force: 0 - Plan		Max Dwell: 0 Yield Period: 0		Offset: 24	

Proposed

SIGNAL TIMING - PHASE DATA

Route 5 @ Morgan St By MODOT - GWD 573-751-5754
 City Boonville County Cooper ID N/A IP 10.3.154.118 Date



	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8
Min Initial / Green	6.0	7.0	6.0	10.0	6.0	7.0	6.0	10.0
Unit Extension / Passage Time	2.0	2.5	2.5	3.0	2.0	2.5	2.0	3.0
Max 1	15.0	25.0	20.0	40.0	15.0	25.0	15.0	40.0
Max 2								
Yellow	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance	2.8	2.8	4.0	4.0	2.8	2.8	4.0	4.0
Added Initial								
Max Initial								
Time Before Reduction								
Time To Reduce								
Minimum Gap								
Walk		7.0		7.0		7.0		7.0
FDW (Siemens Calls this 'Ped Clear')		8.0		9.0		8.0		8.0
Recall (Min / Max)				MIN				MIN
Locking Memory								
Dual Entry		YES				YES		
Assigned Detector Input	Det 1	Det 2	Det 3	Det 4	Det 5	Det 6	Det 7	Det 8
Detector Switch Phase	Phase 6		Phase 8				Phase 4	
Detector Delay - Controller	3.0	8.0			3.0	8.0		
Assigned Ped Detector Input		Ped Det 1		Ped Det 2		Ped Det 3		Ped Det 4
Dynamic Step	(SPC FUNC #1)			25.0				25.0
Dynamic Max	Sun-Sat: ALL DA			90.0				115.0
Emergency Flash	5	RED		Morgan St		RED		

Proposed

SIGNAL TIMING - COORDINATION

Morgan St

By

MODOT - GWD
573-751-5754

Route

5

City

Boonville

County

Cooper

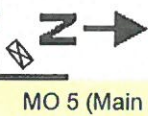
ID

N/A

IP

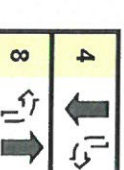
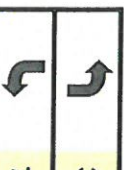
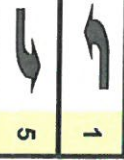
10.3.154.118

Date



MO 5 (Main St)

Morgan St



Comments

This signal is maintained by City of Boonville.
Phase 2, 688 Ped Clearance = 12sec (8sec FDW + 4sec Yellow)
Phase 4 Ped Clearance = 13sec (9sec FDW + 4sec Yellow)

1/1/1	2/1/1	3/1/1	4/1/1	1/2/1
Mon - Fri	Mon - Fri	Mon - Fri	Mon - Fri	Mon - Fri
Sat - Sun	Sat - Sun	Sat - Sun	Sat - Sun	Sat - Sun

Mode 0: Actuated 1: Coord Phase 2: Min Recall 3: Max Recall

4: Ped Recall 5: Max + Ped Recall 6: Phase Omit 7: Dual Coord Phase

Signal Sequence 0	R1	1	2	3	4
	R2	5	6	7	8
	D/S	ALL			

ALT	SEQ 1	ALT	SEQ 2	ALT	SEQ 3
D/S		D/S		D/S	

1/1/1	2	3	4	5	6	7	8
Time							
Mode							
Cycle Length	0						
PHASE							
Offset							

2/1/1	1	2	3	4	5	6	7	8
Time								
Mode								
Cycle Length	0							
PHASE								
Offset								

3/1/1	1	2	3	4	5	6	7	8
Time								
Mode								
Cycle Length	0							
PHASE								
Offset								

4/1/1	1	2	3	4	5	6	7	8
Time								
Mode								
Cycle Length	0							
PHASE								
Offset								

1/2/1	1	2	3	4	5	6	7	8
Time								
Mode								
Cycle Length	0							
PHASE								
Offset								

1/2/1	1	2	3	4	5	6	7	8
Time								
Mode								
Cycle Length	0							
PHASE								
Offset								

COORD	Operation: 0 - Free	Max: 0 - Inhibit	Offset: 0 - Begin	Max Dwell: 0
SETUP	Mode: 2 - Perm Yield	Correction: 2- SWY	Force: 0 - Plan	Yield Period: 0

Boonville & Cooper County

AREA COMMUNITY CALENDAR

The Boonville & Cooper County Area Community Calendar is an interactive, website program that enables the community to post, view and search for events of broad interest to the community. The calendar is a tool for the public to advertise and promote community events and activities, as well as a helpful guide to make the planning process easier for those promoting their events.

EVENTS ARE BROKEN DOWN BY CATEGORIES

- FREE
- Family Friendly
- Fairs & Festivals
- Fundraisers
- Recreation
- Business & Trade
- Sports
- Arts & Entertainment

The community calendar is the only centralized event resource for Boonville and the Cooper County area. Residents and visitors are encouraged to utilize this tool to find out what is going on in the area, and for groups to help in their planning and marketing of their events. You can search for events in your category of interest and even be notified when new events are added to the calendar to stay up to date on everything happening in Boonville and Cooper County.

Calendar postings are designed to announce one-time or special events or programs, not regularly scheduled activities (i.e., church services, exercise classes, etc.). Postings should be educational, social, cultural, or recreational events in the Boonville and Cooper County Area. They need to be open to the general public, sponsored by not-for-profit, civic, social, charitable, fraternal, local agencies or other organizations promoting large events. All entries must be submitted by one event organizer and that persons contact information needs to be included. That person will create an account through the site to submit and update each event.

HOW CAN THIS BENEFIT ME?

For business' in town, this will be a helpful tool to know what is going on in the community and how you can better prepare for it, weather it be sports tournaments, or festivals. For someone adding their event, this is a great marketing tool, and can help you find the best date to host your event, and not conflict with other events in the area.



QUESTIONS?
REACH OUT TO US

info@bccevents.org

CHECK OUT THE SITE AT
www.bccevents.org

C I T Y O F B O O N V I L L E
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: **SEPTEMBER 30TH, 2021**

01 -GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
01 -GENERAL FUND		6,127,500.00	327,108.87	2,132,474.93	0.00	3,995,025.07	65.20
*** TOTAL REVENUES ***		6,127,500.00	327,108.87	2,132,474.93	0.00	3,995,025.07	65.20
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		743,700.00	65,203.51	338,925.33	0.00	404,774.67	54.43
POLICE		2,032,900.00	135,439.72	913,116.07	0.00	1,119,783.93	55.08
FIRE DEPARTMENT		586,600.00	40,673.22	281,714.63	0.00	304,885.37	51.98
STREET DEPARTMENT		753,350.00	44,703.61	328,598.87	0.00	424,751.13	56.38
CENTRAL GARAGE		77,650.00	4,938.30	35,211.64	0.00	42,438.36	54.65
AIRPORT		164,270.00	129,791.76	177,010.34	0.00	(12,740.34)	7.76-
ANIMAL CONTROL		110,050.00	7,808.66	48,224.78	0.00	61,825.22	56.18
PARKS & RECREATION		590,150.00	38,303.15	268,756.24	0.00	321,393.76	54.46
SWIMMING POOL		198,490.00	15,367.62	171,435.27	0.00	27,054.73	13.63
NON-OPERATING EXPENDITURE		27,000.00	(2,338.68)	80,157.87	0.00	(53,157.87)	196.88-
CEMETERY		16,090.00	2,057.14	12,455.82	0.00	3,634.18	22.59
MUNICIPAL COURT		44,750.00	3,312.30	25,994.21	0.00	18,755.79	41.91
COP-DEBT SERVICE		782,500.00	0.00	657,657.31	0.00	124,842.69	15.95
MAJOR PROJECTS		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***		6,127,500.00	485,260.31	3,339,258.38	0.00	2,788,241.62	45.50
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	(158,151.44)	(1,206,783.45)	0.00	1,206,783.45	0.00
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

02 -SANITATION
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
02 -SANITATION		747,000.00	78,012.10	382,422.03	0.00	364,577.97	48.81
*** TOTAL REVENUES ***		747,000.00	78,012.10	382,422.03	0.00	364,577.97	48.81
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
COLLECTION		747,000.00	56,064.05	371,236.65	0.00	375,763.35	50.30
*** TOTAL EXPENDITURES ***		747,000.00	56,064.05	371,236.65	0.00	375,763.35	50.30
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	21,948.05	11,185.38	0.00	(11,185.38)	0.00
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

05 -CAPITAL SALES TAX FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
05	-CAPITAL SALES TAX FUN	<u>739,000.00</u>	<u>82,847.85</u>	<u>454,892.40</u>	<u>0.00</u>	<u>284,107.60</u>	<u>38.44</u>
***	TOTAL REVENUES ***	<u>739,000.00</u>	<u>82,847.85</u>	<u>454,892.40</u>	<u>0.00</u>	<u>284,107.60</u>	<u>38.44</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	CAPITAL PROJECTS	<u>554,000.00</u>	<u>29,991.29</u>	<u>141,553.07</u>	<u>0.00</u>	<u>412,446.93</u>	<u>74.45</u>
	ECONOMIC DEVELOPMENT	<u>185,000.00</u>	<u>6,593.83</u>	<u>90,796.80</u>	<u>0.00</u>	<u>94,203.20</u>	<u>50.92</u>
***	TOTAL EXPENDITURES ***	<u>739,000.00</u>	<u>36,585.12</u>	<u>232,349.87</u>	<u>0.00</u>	<u>506,650.13</u>	<u>68.56</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>0.00</u>	<u>46,262.73</u>	<u>222,542.53</u>	<u>0.00</u>	<u>(222,542.53)</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

06 -WATER WORKS FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
06	-WATER WORKS FUND	2,643,500.00	301,750.82	1,540,015.41	0.00	1,103,484.59	41.74
***	TOTAL REVENUES ***	2,643,500.00	301,750.82	1,540,015.41	0.00	1,103,484.59	41.74
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	398,550.00	13,720.91	101,753.54	0.00	296,796.46	74.47
	WATER DISTRIBUTION	324,500.00	24,145.72	142,779.00	0.00	181,721.00	56.00
	WATER TREATMENT PLANT	1,157,950.00	176,348.50	682,553.83	0.00	475,396.17	41.05
	DEBT SERVICE	195,000.00	0.00	182,975.85	0.00	12,024.15	6.17
	CAPITAL PROJECTS	567,500.00	0.00	81,156.00	0.00	486,344.00	85.70
***	TOTAL EXPENDITURES ***	2,643,500.00	214,215.13	1,191,218.22	0.00	1,452,281.78	54.94
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	87,535.69	348,797.19	0.00	(348,797.19)	0.00
		=====	=====	=====	=====	=====	=====

CITY OF BOONVILLE
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

07 -CAPITAL IMPROVEMENTS FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
07 -CAPITAL IMPROVEMENTS		<u>0.00</u>	<u>1.08</u>	<u>851,440.80</u>	<u>0.00</u>	<u>(851,440.80)</u>	<u>0.00</u>
*** TOTAL REVENUES ***		<u>0.00</u>	<u>1.08</u>	<u>851,440.80</u>	<u>0.00</u>	<u>(851,440.80)</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
CAPITAL IMPROVEMNTS		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
*** TOTAL EXPENDITURES ***		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>0.00</u>	<u>1.08</u>	<u>851,440.80</u>	<u>0.00</u>	<u>(851,440.80)</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

08 -WASTE WATER FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
08 -WASTE WATER FUND		2,508,000.00	289,722.90	1,382,510.08	0.00	1,125,489.92	44.88
*** TOTAL REVENUES ***		2,508,000.00	289,722.90	1,382,510.08	0.00	1,125,489.92	44.88
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		371,750.00	14,772.58	84,656.80	0.00	287,093.20	77.23
SEWERAGE COLLECTION		516,350.00	17,238.79	134,604.89	0.00	381,745.11	73.93
WASTE WATER TREATMENT		833,500.00	42,965.48	333,077.49	0.00	500,422.51	60.04
WASTE WATER CONSTRUCTION		104,000.00	0.00	51,632.50	0.00	52,367.50	50.35
CAPITAL PROJECTS		682,900.00	64,121.10	265,433.95	0.00	417,466.05	61.13
*** TOTAL EXPENDITURES ***		2,508,500.00	139,097.95	869,405.63	0.00	1,639,094.37	65.34
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(500.00)	150,624.95	513,104.45	0.00	(513,604.45)	720.89
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

16 -TOURISM TAX
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
16	-TOURISM TAX	<u>191,500.00</u>	<u>25,620.41</u>	<u>143,881.91</u>	<u>0.00</u>	<u>47,618.09</u>	<u>24.87</u>
***	TOTAL REVENUES ***	<u>191,500.00</u>	<u>25,620.41</u>	<u>143,881.91</u>	<u>0.00</u>	<u>47,618.09</u>	<u>24.87</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	<u>191,500.00</u>	<u>18,843.76</u>	<u>101,704.25</u>	<u>0.00</u>	<u>89,795.75</u>	<u>46.89</u>
***	TOTAL EXPENDITURES ***	<u>191,500.00</u>	<u>18,843.76</u>	<u>101,704.25</u>	<u>0.00</u>	<u>89,795.75</u>	<u>46.89</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>0.00</u>	<u>6,776.65</u>	<u>42,177.66</u>	<u>0.00</u>	<u>(42,177.66)</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

17 -GAMING TAXES
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
17	-GAMING TAXES	<u>2,618,000.00</u>	<u>279,850.13</u>	<u>1,753,080.22</u>	<u>0.00</u>	<u>864,919.78</u>	<u>33.04</u>
***	TOTAL REVENUES ***	<u>2,618,000.00</u>	<u>279,850.13</u>	<u>1,753,080.22</u>	<u>0.00</u>	<u>864,919.78</u>	<u>33.04</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
01	-ADMINISTRATION	<u>2,618,000.00</u>	<u>125,866.90</u>	<u>444,118.74</u>	<u>0.00</u>	<u>2,173,881.26</u>	<u>83.04</u>
***	TOTAL EXPENDITURES ***	<u>2,618,000.00</u>	<u>125,866.90</u>	<u>444,118.74</u>	<u>0.00</u>	<u>2,173,881.26</u>	<u>83.04</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>0.00</u>	<u>153,983.23</u>	<u>1,308,961.48</u>	<u>0.00</u>	<u>(1,308,961.48)</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====

CITY OF BOONVILLE
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

20 -PARK/STORMWATER SALES TAX
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
20	-PARK/STORMWATER SALES	<u>1,296,000.00</u>	<u>128,499.34</u>	<u>528,665.62</u>	<u>0.00</u>	<u>767,334.38</u>	<u>59.21</u>
***	TOTAL REVENUES ***	<u>1,296,000.00</u>	<u>128,499.34</u>	<u>528,665.62</u>	<u>0.00</u>	<u>767,334.38</u>	<u>59.21</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	<u>1,234,000.00</u>	<u>0.00</u>	<u>941,421.07</u>	<u>0.00</u>	<u>292,578.93</u>	<u>23.71</u>
	SOCCER PARK OPERATIONS	<u>62,000.00</u>	<u>1,037.93</u>	<u>28,217.43</u>	<u>0.00</u>	<u>33,782.57</u>	<u>54.49</u>
***	TOTAL EXPENDITURES ***	<u>1,296,000.00</u>	<u>1,037.93</u>	<u>969,638.50</u>	<u>0.00</u>	<u>326,361.50</u>	<u>25.18</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>0.00</u>	<u>127,461.41</u>	<u>(440,972.88)</u>	<u>0.00</u>	<u>440,972.88</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
AS OF: SEPTEMBER 30TH, 2021

21 -KEMPER SALES TAX
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
21	-KEMPER SALES TAX	<u>1,286,700.00</u>	<u>144,433.47</u>	<u>702,091.53</u>	<u>0.00</u>	<u>584,608.47</u>	<u>45.43</u>
***	TOTAL REVENUES ***	<u>1,286,700.00</u>	<u>144,433.47</u>	<u>702,091.53</u>	<u>0.00</u>	<u>584,608.47</u>	<u>45.43</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	KEMPER SALES TAX	<u>1,286,700.00</u>	<u>137,021.29</u>	<u>204,931.12</u>	<u>0.00</u>	<u>1,081,768.88</u>	<u>84.07</u>
***	TOTAL EXPENDITURES ***	<u>1,286,700.00</u>	<u>137,021.29</u>	<u>204,931.12</u>	<u>0.00</u>	<u>1,081,768.88</u>	<u>84.07</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>0.00</u>	<u>7,412.18</u>	<u>497,160.41</u>	<u>0.00</u>	<u>(497,160.41)</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====

Public Works Monthly Report
September 2021

WWTP:

Total flow processed – 21,740,000 gallons

Average daily flow – 725,000 gallons

Sludge disposed – 62.46

WTP:

Gallons pumped from river – 31,127,000 gallons

Gallons pumped to customer – 31,501,000 gallons

Remarks:

Water Distribution / Sewer Collection:

Repair water main break at 1205 Jefferson Road

Repair water main break at 1112 Lori Drive

Repair water main break at 6th & Chestnut Street

Repair water main break at 1125 Reams Road

Repair water main break at 200 Bock of Vine Street

Installed 2 New Water Services

Installed 29 new meters

Street Department:

Repaired Street for broken water main lines

Worked on storm drain on Oregon Trail

Worked on 3 Water Main Breaks

Installed Sidewalk at Soccer Field

Worked on sewer line for Boone Point

Repaired potholes

Picked up yard waste

Central Garage:

Vehicles serviced and inspected – 7

Vehicle and equipment repairs – 7

Weather:

Average Temperature – 72°

High Temperature – 90° Sept 8th, Sept 18th, Sept 19th, and Sept 21st, 2021

Low Temperature - 49° Sept 24th, 2021

Total Rain – 2.46"

Maximum Rain – 1.93" Sept 21st, 2021



Missouri Gaming Commission State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 9/1/2021 through 9/30/2021
Year beginning 9/1/2021

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of Adm Tax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
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09/01/2021	Wednesday	\$4,988.00	\$34,190.28	\$39,178.28	\$2,494.00	\$30,771.25	\$3,419.03	\$5,913.03
09/02/2021	Thursday	\$6,244.00	\$45,211.72	\$51,455.72	\$3,122.00	\$40,690.55	\$4,521.17	\$7,643.17
09/03/2021	Friday	\$9,688.00	\$74,545.59	\$84,233.59	\$4,844.00	\$67,091.03	\$7,454.56	\$12,298.56
09/04/2021	Saturday	\$13,564.00	\$103,773.13	\$117,337.13	\$6,782.00	\$93,395.82	\$10,377.31	\$17,199.31
09/05/2021	Sunday	\$10,296.00	\$90,163.75	\$100,459.75	\$5,148.00	\$81,147.38	\$9,016.37	\$14,164.37
09/06/2021	Monday	\$7,350.00	\$65,872.34	\$73,222.34	\$3,675.00	\$59,285.11	\$6,587.23	\$10,262.23
09/07/2021	Tuesday	\$4,490.00	\$32,488.76	\$36,978.76	\$2,245.00	\$29,239.88	\$3,248.88	\$5,493.88
09/08/2021	Wednesday	\$4,560.00	\$32,640.79	\$37,200.79	\$2,280.00	\$29,376.71	\$3,264.08	\$5,544.08
09/09/2021	Thursday	\$6,960.00	\$55,947.52	\$62,907.52	\$3,480.00	\$50,352.77	\$5,594.75	\$9,074.75
09/10/2021	Friday	\$7,674.00	\$42,914.67	\$50,588.67	\$3,837.00	\$38,623.20	\$4,291.47	\$8,128.47
09/11/2021	Saturday	\$10,334.00	\$84,454.27	\$94,788.27	\$5,167.00	\$76,008.84	\$8,445.43	\$13,612.43
09/12/2021	Sunday	\$6,514.00	\$59,875.87	\$66,389.87	\$3,257.00	\$53,888.28	\$5,987.59	\$9,244.59
09/13/2021	Monday	\$4,274.00	\$33,088.74	\$37,362.74	\$2,137.00	\$29,779.87	\$3,308.87	\$5,445.87
09/14/2021	Tuesday	\$5,004.00	\$33,067.41	\$38,071.41	\$2,502.00	\$29,760.67	\$3,306.74	\$5,808.74
09/15/2021	Wednesday	\$5,048.00	\$34,754.59	\$39,802.59	\$2,524.00	\$31,279.13	\$3,475.46	\$5,999.46
09/16/2021	Thursday	\$7,340.00	\$42,709.82	\$50,049.82	\$3,670.00	\$38,438.84	\$4,270.98	\$7,940.98
09/17/2021	Friday	\$8,754.00	\$78,177.32	\$86,931.32	\$4,377.00	\$78,962.45	\$7,817.73	\$12,194.73
09/18/2021	Saturday	\$11,242.00	\$87,736.05	\$98,978.05	\$5,621.00	\$70,359.59	\$8,773.60	\$14,394.60
09/19/2021	Sunday	\$6,400.00	\$55,928.47	\$62,328.47	\$3,200.00	\$50,335.62	\$5,592.85	\$8,792.85
09/20/2021	Monday	\$3,910.00	\$31,135.81	\$35,045.81	\$1,955.00	\$28,022.23	\$3,113.58	\$5,068.58
09/21/2021	Tuesday	\$4,600.00	\$37,448.64	\$42,048.64	\$2,300.00	\$33,703.78	\$3,744.86	\$6,044.86
09/22/2021	Wednesday	\$4,672.00	\$29,886.10	\$34,558.10	\$2,336.00	\$26,897.49	\$2,988.61	\$5,324.61
09/23/2021	Thursday	\$7,018.00	\$57,746.48	\$64,764.48	\$3,509.00	\$51,971.83	\$5,774.65	\$9,283.65
09/24/2021	Friday	\$9,090.00	\$56,196.34	\$65,286.34	\$4,545.00	\$50,576.71	\$5,619.63	\$10,164.63
09/25/2021	Saturday	\$9,906.00	\$78,818.03	\$88,724.03	\$4,953.00	\$70,936.23	\$7,881.80	\$12,834.80
09/26/2021	Sunday	\$6,588.00	\$65,354.60	\$71,942.60	\$3,294.00	\$58,819.14	\$6,535.46	\$9,829.46
09/27/2021	Monday	\$3,820.00	\$26,965.12	\$30,785.12	\$1,910.00	\$24,268.61	\$2,696.51	\$4,606.51
09/28/2021	Tuesday	\$4,700.00	\$36,518.14	\$41,218.14	\$2,350.00	\$32,866.33	\$3,651.81	\$6,001.81
09/29/2021	Wednesday	\$4,638.00	\$29,342.70	\$33,980.70	\$2,319.00	\$26,408.43	\$2,934.27	\$5,253.27
09/30/2021	Thursday	\$7,526.00	\$65,284.38	\$72,810.38	\$3,763.00	\$58,755.94	\$6,528.44	\$10,291.44
Casino Report Totals:		\$207,192.00	\$1,602,237.43	\$1,809,429.43	\$103,596.00	\$1,442,013.71	\$160,223.72	\$263,819.72
Casino YTD Totals		\$207,192.00	\$1,602,237.43	\$1,809,429.43	\$103,596.00	\$1,442,013.69	\$160,223.74	\$263,819.74



Wednesday, October 6, 2021

*Note : The figures contained in this report may be subject to adjustment.

Wide Area Progressive Jackpot Contribution Reported as Manual Jackpot on Third Saturday of Month



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

September 2021

Submitted by Alliance Water Resources, Inc.

October 18, 2021

City Council Meeting

OUR MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

**Alliance Water
Resources, Inc.**

**206 S. Keene St.
Columbia, MO
65201**

(573)874-8080

WATER RESOURCES® **Alliance** Professional Water and Wastewater Operations **OPERATIONS REPORT – Boonville**

September 2021

Administrative

- Matt Bishop completed his OSHA-10 training.
- Russell Gerling attended a Water Level A Review drinking water class.

Treatment

- Normal operations and maintenance were performed this month.
- The staff cut down the weeds and brush in the empty 2-million-gallon basin and the area of the River Pump House Road and building.
- The staff replaced a pipe hanger over UV Reactor #2.
- The staff repaired the flagpole and a new American flag installed.
- The staff cleaned and reorganized the garage/shop.
- The staff replaced the roller assembly on the Ammonia Feed Pump.
- The staff replaced the air filters on the HVAC unit at the River Pump House and cleaned the outside coils.
- The staff checked the belts on the Updraft Aerator and greased the bearings.
- The staff greased the Pre-Sed Primary Clarifier (Mud pocket) Scraper.
- The staff replaced the oil cooler feed hoses on the Water Treatment Plant Generator.
- Cummins Mid-South was called in to investigate an irregular operation of the Water Treatment Plant generator. Nothing was found.
- The staff installed insulation and heat tape on the sampling ports in the CAT Water Tower and the Hospital Water Tower.
- The staff installed new LED light fixtures in the Basin Building.
- A windstorm brought down overhead power lines at the Water Treatment Plant. The generators started and transferred power to the systems. Ameren Electric was contacted to repair the overhead power lines. Ameren advised the overhead power lines belong to the City of Boonville, not Ameren. The staff contacted Meyer Electric from Jefferson City to repair the overhead powerlines. After repairs were made, Ameren installed new fuses on their power pole and reestablished power to the Water Treatment Plant.
- The staff discussed preparations for the disinfection change over from Chloramines to Free Chlorine disinfection for the month of October. This process will start on October 4, 2021 and continue to November 1, 2021. This practice is recommended by the Missouri Dept of Natural Resources.

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Project Updates

- The staff isolated the Krohn St Water Tower from the water distribution system and drained the tower. Utility Services/Suez cleaned the tank and performed a visual inspection. Utility Services/Suez then performed an acid wash of the interior of the tank and prepared it for filling. Utility Services installed a new overflow flapper on the overflow pipe. The staff filled the tank, collected 2 water samples for Bac-T testing. After receiving the clean test results, the water tower was placed back in services.

Safety

- The staff conducted its Monthly Safety meeting.
- The staff conducted its monthly check of chlorine leak detector sensors.
- The staff conducted its weekly inspection of emergency eyewash stations and emergency showers.
- The staff conducted its monthly crane inspection in the Chlorine Storage Room.

Regulatory

- Ten water samples were collected throughout the water distribution system. All samples tested were absent of Total Coliform and E-Coli. Report was sent to DNR. (See attached)
- Water samples were collected for monthly Total Organic Carbon (TOC) testing and were transported to the State Health Lab.
- Water samples were collected for quarterly Total Trihalomethane and Haloacetic acid (TTHM/HAA5) testing and were transported to the State Health Lab.
- We received the Missouri Dept of Natural Resources Sanitary Survey Report for the Boonville Drinking Water Treatment Plant and Water Distribution System. The Sanitary Survey was conducted August 25, 2021.

Concerns for the Month.

- The staff experienced a Sodium Permanganate chemical spill near the Old Water Treatment Plant. Approximately 200 gallons of Sodium Permanganate was spilled on the ground. The spill occurred because the fill hose fell off the top the bulk tote and down to the floor. There is no valve on the end of the fill hose. A siphoning effect started and drained the tote empty. The Parks Dept was contacted to close the Tot Lot until the spill was cleaned. The staff applied floor dry to the contaminated soil to absorb as much as possible. The Missouri Dept of Natural Resources, Environmental Emergency Spill Hotline was contacted. We advised them of the situation and what we had done about it.