

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

August 5, 2019

7:00 p.m.

**City Council Chambers
525 E. Spring Street
Boonville, Missouri**

I. Call to Order – Pledge and Prayer (Brent Bozarth)

II. Roll Call

III. Hearing of Citizens' Comments

- Sam Barber and Christian Seabrook, Cultivate

IV. Approval of the Minutes of the July 15, 2019 Council Meeting

V. Consent Items

- a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2019-019 Amending Chapter 10 Licenses and Taxation

VIII. New Business

- A) Receive Request from City Attorney for Supplemental Funding
- B) Consider Resolution R2019-04 Approving Intergovernmental Agreement to Contract for Animal Control Services Between the City of Boonville and the Village of Windsor Place, Missouri
- C) First Reading of Bill No. 2019-026 Approving Agreement with Missouri Highways and Transportation Commission for Cost Apportionment for Construction of New I-70 Bridge near Rocheport

IX. Reports of Standing Committees

- A) Historic Preservation Board – July 11, 2019 (Susan Meadows)
- B) Parks and Recreation Board – July 16, 2019 (Vanessa Dorman)
- C) Tourism Commission – July 16, 2019 (Morris Carter)
- D) Cemetery Board – July 25, 2019 (Henry Hurt)
- E) Street, Alley, and Sanitation Board – July 31, 2019 (Michael Stock)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

City Clerk

XI. Miscellaneous

XII. Closed Session RSMO 610.021

- **(3) Personnel**

XIII. Adjourn

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

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting Minutes
July 15, 2019

The Boonville City Council met in Regular Session on July 15, 2019 at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Morris Carter, Mayor Pro Tem; Irl Tessendorf, City Administrator; and Teresa Studley, City Clerk. Ned Beach, Mayor, and Doug Abele, Interim City Counselor, were absent.

NOTICE POSTED: Thursday, July 11, 2019 at 4:10 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

The following Council Representatives were present: Susan Meadows, Brent Bozarth, Henry Hurt, Morris Carter, Vanessa Dorman, and Steve Young. Council Representatives Whitney Venable and Michael Stock were absent.

HEARING OF CITIZENS' COMMENTS

Ms. Liz Davis, Ward 2, came before the Council stating that she is not there to debate the marijuana issue because it has already gone to the people. Ms. Davis directed the Council to pages 12 and 13 of the council packets, referencing the distance from medical marijuana facilities to elementary and secondary schools, churches, etc. Ms. Davis respectfully requested that the distance be extended from 0 feet to 100 feet away from those facilities.

Mr. Joe Novy, Ward 3, stated that he is a member of the Planning and Zoning Commission. Mr. Novy stated that the commission viewed medical marijuana as another legal drug. Mr. Novy stated that with the state requirements, it will be very difficult to get into any of these facilities. Security will be extremely tight, just as it is with chemical facilities and pharmaceutical facilities. The Planning and Zoning Commission did not feel that there was really any threat to the schools or churches, etc.

APPROVAL OF THE MINUTES OF THE JULY 1, 2019 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley 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. Bozarth moved, and Mr. Young seconded the motion for approval. Roll call was taken. Ayes: Meadows, Bozarth, Hurt, Carter, Dorman, and Young. Total (6). Opposed: None. Total (0). Absent: Venable and Stock. Total (2). Motion Carried.

UNFINISHED BUSINESS

FIRST READING OF BILL NO. 2019-019 AMENDING CHAPTER 10 LICENSES AND TAXATION

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

NEW BUSINESS

CONSIDER RESOLUTION R2019-03 APPROVING AN AGREEMENT WITH VANCE BROTHERS, INC. FOR ASPHALT PAVEMENT SEALS 2019

Ms. Studley read the resolution in its entirety. Mr. Bozarth moved, and Ms. Meadows seconded the motion for approval. Roll call was taken. Ayes: Meadows, Bozarth, Hurt, Carter, Dorman, and Young. Total (6). Opposed: None. Total (0). Absent: Venable and Stock. Total (2). Motion Carried.

REPORTS OF STANDING COMMITTEES

PLANNING AND ZONING COMMISSION

Mayor Pro Tem Carter reported that the meeting was cancelled due to a lack of agenda items.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

Mayor Beach was absent.

CITY CLERK

Ms. Studley reminded everyone that the next regular Council meeting would be held in three weeks on August 5th, due to the month of July having five Mondays in the month.

MISCELLANEOUS

Mr. Carter inquired of Mr. Cauthon if the end of Boonslick Drive was on a list to be repaired. Mr. Tessendorf responded that the section that is deteriorating is on the street repair list.

Mr. Carter inquired of Mr. Cauthon if there were any plans to repair the shoulder on Hwy B. Mr. Cauthon responded that he is planning on repairing those deteriorating sections with concrete.

Mr. Carter advised Mr. Cauthon that he has received a few phone calls in regard to people parking on 7th Street, at the intersection of Bingham and 7th Street. With the people parking on the top of the hill on 7th Street, it is making it difficult for drivers heading north on 7th Street to top the hill without knowing if any traffic is heading south, toward them, or not. Mr. Cauthon stated that people need to drive more carefully, in the first place. Mr. Cauthon stated that they can look at a no parking restriction but that is not going to guarantee anything. Mr. Cauthon stated that he will investigate it.

ADJOURN

With no further discussion, Mr. Young moved, and Ms. Dorman seconded the motion to adjourn at 7:12 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, 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 August 5, 2019 the sum of **\$532,004.08**

General Fund	\$198,010.30
Sanitation	\$47,218.10
CIP Tax	\$43,144.01
Water Works	\$134,147.87
Capital Projects	\$34,104.50
Waste Water	\$39,167.55
Tourism	\$11,267.71
Gaming	\$18,643.58
Parks/Water	\$6,300.46

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 **\$532,004.08** 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 August 5, 2019 read for the second time this 5th of August, 2019 since a copy was made available prior to the meeting.

Approved August 5, 2019 _____
Mayor

Endorsed August 5, 2019: 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

BRAD L. WOOLDRIDGE
BOONVILLE CITY ATTORNEY
312 MAIN STREET
BOONVILLE, MISSOURI 65233-1565
TELEPHONE: 660-882-3447 FACSIMILE: 660-882-2542

July 9, 2019

Mr. Irl Tessendorf
City of Boonville
VIA HAND DELIVERY

RE: *Statement of Fees for Professional Services Rendered*
Boonville City Attorney Position; Fiscal Year 2018

Irl:

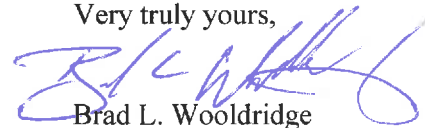
Please find enclosed my *Statement of Fees for Professional Services Rendered* for Fiscal Year 2018 for the hours I expended on municipal offense prosecution in excess of the 180 hours mandated by Section 2-75 of Chapter 2, Article III, Division 5 of the Code of Ordinances for Boonville, Missouri. Per the ordinance, the pertinent language reads as follows:

In the event the city attorney, on a fiscal year basis, would expend in excess of 180 hours of time in the performance of his or her duties, he or she may request that the city council award reasonable compensation for time spent in excess of 180 hours. The city council of the City of Boonville, in the exercise of reasonable discretion, shall determine what, if any, additional compensation is reasonable for the hours expended by the city attorney in excess of 180 hours per year.

Please note that the time compiled on the attached document is the **bare minimum** number of hours expended; it is *NOT* an average. I totaled the hours in the most conservative manner possible.

If you have any questions or concerns, or if you would like me to provide additional explanation of my calculation, I would be happy to meet with you or, in the alternative, appear before the City Council to provide a synopsis of my work. Thank you.

Very truly yours,



Brad L. Wooldridge

BLW/idi
Attachments

CITY ATTORNEY MINIMUM HOURS EXPENDED – FISCAL YEAR 2018

	CASES FILED		
	<u>Alcohol/Drug Related Traffic</u>	<u>Other Traffic</u>	<u>Non-Traffic Ordinance</u>
April 2018	1	166	10
	<i>8 pending from March '18</i>	<i>290 pending from March '18</i>	<i>51 pending from March '18</i>
May 2018	0	150	5
June 2018	0	148	3
July 2018	2	142	6
August 2018	1	164	6
September 2018	1	144	10
October 2018	0	180	3
November 2018	2	259	8
December 2018	0	125	5
January 2019	0	198	7
February 2019	0	8	0
March 2019	1	385	8
Totals	8	2069	71

Total cases filed in Fiscal Year 2017

961

Total cases filed in Fiscal Year 2018

2148

Breakdown of hours expended*

Alcohol & Drug Related Traffic	8 cases @ 1.00 hours	8.00 hours
Other Traffic	2069 cases @ 0.20 hours	413.80 hours
Non-Traffic Ordinance	71 cases @ 0.20 hours	14.20 hours
Primary Docket Preparation	12 dockets @ 1.50 hours	18.00 hours
Primary Docket Appearances	12 dockets @ 2.00 hours	24.00 hours
Summons Docket Preparation	7 dockets @ 1.00 hours	7.00 hours
Summons Docket Appearances	7 dockets @ 1.50 hours	10.50 hours
Change of Judge Docket Preparation	10 dockets @ 0.25 hours	2.50 hours
Change of Judge Docket Appearances	10 dockets @ 0.50 hours	<u>5.00 hours</u>
	TOTAL HOURS	503.00 hours
	Hours mandated by Ordinance 2-75	<u>(180.00 hours)</u>
	TOTAL ADDITIONAL HOURS	323.00 hours

Annual Salary: \$22,096.62 ÷ 180 hours = Rate of pay: \$122.76/hour

<u>323.00</u> Additional hours @ \$122.76/hour	TOTAL BILL	\$39,651.48
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*The hours referenced in the respective categories above represent the *minimal* amount of time expended.

2017 Total Disbursements to City of Boonville

\$61,121.58

2018 Total Disbursements to City of Boonville

April	\$ 9158.50	
May	\$ 12,508.50	
June	\$ 12,937.00	
July	\$ 9,666.50	
August	\$ 12,319.50	
September	\$ 14,267.00	
October	\$ 15,986.00	
November	\$ 15,287.50	
December	\$ 12,257.00	
January	\$ 12,695.50	
February	\$ 16,940.00	
March	\$ 20,322.50	
TOTAL	\$164,706.00	(Increase of \$103,584.42)

2019 Total Disbursements to City of Boonville (To date)

First Quarter (April-June) \$49,245.91

483 filings in First Quarter 2018.

496 filings in First Quarter 2019.

\$34,604.00 in total disbursements in First Quarter 2018.

\$49,245.91 in total disbursements in First Quarter 2019.

Projection of \$196,983.64 in Total Disbursements to City of Boonville for Fiscal Year 2019

Date: July 30, 2019

To: Mayor and City Council

From: Kate Fjell

RE: Animal Control Intergovernmental Agreement with Village of Windsor

A couple weeks ago, I mentioned that the Village of Windsor has asked for our assistance in dealing with animal control issues. Specifically, the Village has passed a vicious dog ordinance and would like for Boonville's Animal Control Officers to pick up dogs deemed vicious and/or dangerous and have them sheltered at our facility until the case is adjudicated. This proposed agreement is included in tonight's council packet for consideration.

RESOLUTION NO. R2019-04

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WINDSOR PLACE, MISSOURI AND THE CITY OF BOONVILLE, MISSOURI, TO PERFORM ANIMAL CONTROL SERVICES BY THE BOONVILLE ANIMAL CONTROL OFFICERS; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Village of Windsor Place in Cooper County has adopted a vicious and dangerous dog ordinance in order to provide for village safety; and

WHEREAS, the Village of Windsor Place does not have the need for an on-staff animal control officer and has asked the City of Boonville to provide animal control services on an as-needed basis under the terms and conditions of the attached Intergovernmental Agreement; and

WHEREAS, the Boonville Animal Control Officer believes that this service can be scheduled in such a way and is not too numerous so as to be easily accommodated during the normal business day; and

WHEREAS, the City Council of Boonville, Missouri believes that this is an opportunity to share expertise to another community in Cooper County without any undue burden on the citizens of Boonville or city staff.

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

SECTION 1: That the City Council of the City of Boonville, Missouri shall approve and authorize an Intergovernmental Agreement with the Village of Windsor Place, Missouri for limited Animal Control Services as set forth in "**Exhibit A**" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: That the Mayor and the City Clerk are hereby authorized to execute, and attest said contract 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 5th Day of August 2019, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk

**INTERGOVERNMENTAL AGREEMENT
TO CONTRACT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF
BOONVILLE, MISSOURI AND THE VILLAGE OF WINDSOR PLACE, MISSOURI**

I. Parties

City of Boonville, MO
c/o The City Administrator
401 Main Street
Boonville, MO 65233
Business Phone: (660) 882-2332

Village of Windsor Place, MO
c/o The City Clerk
PO Box 42
Boonville, MO 65068
Business Phone: (660) 882-8061

II. Recitals

WHEREAS, the Village of Windsor Place, Missouri (hereinafter referred to as the "Village") has determined that enforcing its Animal Control-related Ordinance, Number _____ is in the best interests of the health and safety of its residents; and

WHEREAS, the Village has no current animal control officer and generally has neither the need nor the funds to hire one, but would like to have the City of Boonville, Missouri (hereinafter referred to as the "City"), through its Animal Control Department, assist the Village with its animal control needs; and

WHEREAS, Section 70.220, RSMo, authorizes local governmental entities to contract for the provision of services that are within their mutual scope of powers by law.

NOW THEREFORE, in consideration of the compensation to be paid to the City, and the mutual covenants, conditions and undertakings to be kept and performed by the parties, it is hereby contracted and agreed as follows:

III. Agreements

Section 1. The Village shall reference this Intergovernmental Agreement in its Code of Ordinances as Ordinance Number _____.

Section 2. The City will provide the Village with certain animal control services by its Animal Control Officers in accordance with the provisions of this Agreement.

Section 3. The Village will coordinate with the City's Animal Control Officers in order to reach its stated goals (herein attached Attachment A). Provided however, it is

understood and agreed that in the event need shall simultaneously arise for animal control services in both the City and the Village, priority will be given to the City.

Section 4. In consideration for such services, the Village shall pay the the sum of \$50.00 per hour for each officer on site, In addition, the Village shall reimburse the City for animal care fees in accordance with the City's adopted schedule of fees (herein attached Attachment B) and for mileage at the current rate established by the IRS from time-to-time. Such compensation and reimbursement shall be paid to the City no later than 30 days after completion of the work by= the City and upon receipt of a written invoice therefor.

Section 5. If the City amends the Schedule of Fees referenced in this Agreement during the initial term or any renewal term hereof, the Boonville City Clerk shall promptly notify the Village and the new fees shall be the reimbursement rate effective as of the date such revised fees are adopted by the City.

Section 6. Both the City and the Village shall notify the other of the adoption of this Intergovernmental Agreement by its respective governing bodies prior to any services being rendered to the Village hereunder.

Section 7. The effective date of this Intergovernmental Agreement shall commence on the date last accepted by the official act of a governing body and shall terminate one year from the date of commencement, unless both parties shall mutually consent to renew or revise the Agreement.

Section 8. The parties intend that this Intergovernmental Agreement and its Attachments shall be the sole agreement between the parties related to the subject matter and that no other documents or understandings are to be in any way incorporated into this Agreement by reference or otherwise.

Section 9. Copies of this Agreement or any amendments hereto, bearing facsimile or electronic images of the true signatures of the parties shall be deemed to be valid and binding in the same manner as copies containing original signatures.

Section 10. The invalidity or unenforceability of any particular provision of this Agreement, shall be construed in all respects as if such invalid and unenforceable provision were omitted and all other provisions of this Agreement shall remain in full force and effect.

Section 11. The City shall not be liable for any claims, causes of action, judgments or damages (whether for personal injuries or property damage) arising from the activities of its Animal Control Officers while performing animal control services for the Village under this Agreement. The Village further hereby agrees to indemnify and hold the City harmless therefrom.

Section 12. Village of Windsor Place hereby covenants and agrees that it shall reimburse the City of Boonville up to \$5000 for any loss, costs or damages arising under the provisions of Chapter 287 (Workers' Compensation), RSMo, if the Animal

Control Officers sustain any compensable injury while fulfilling their obligations on behalf of the Village under this Agreement.

Executed this ____ day of _____, 2019.

For the CITY OF BOONVILLE, MISSOURI

By: _____
Ned Beach, Mayor

ATTEST:

(Seal) _____
Teresa Studley, City Clerk

Executed this ____ day of _____, 2019.

For the VILLAGE OF WINDSOR PLACE, MISSOURI

By: _____
Randon Leathers, Chairman

ATTEST:

(Seal) _____
Kathy Waibel, City Clerk

Scope of Services for Animal Control Intergovernmental Agreement between the Village of Windsor Place, Missouri and the City of Boonville, Missouri

The City of Boonville will:

1. Respond to calls to remove pit bulls or vicious dogs from the VOWP at an agreed upon date and time within 1 week after being contacted by VOWP Chairman or designee.
2. Respond to calls to remove stray dogs or cats within 1 week but as soon as possible after being contacted by VOWP Chairman or designee.
3. House, feed, and care for confiscated dogs/cats for the duration of time required by law and or VOWP ordinance before rehoming or euthanizing the animals.
4. Charge the VOWP a contracted price for all services provided.

VOWP will:

1. Provide all correspondence, appeal hearings, and all other legal matters with dog owners.
2. Provide a police officer to help in dealing with people during the removal of animals from residences.
3. Provide an intergovernmental agreement to the City and make revisions to the agreement until it is agreeable by both parties.
4. Pay for services provided by the City at the contracted rate within 30 days of receipt of invoices.

Animal Shelter Schedule of Fees (City of Boonville Ordinances, Appendix G)

Impound fees (for running at large):	
First occasion - spayed/neutered	\$35.00
First occasion - intact (not spayed/neutered)	\$45.00
Second occasion - spayed/neutered	\$45.00
Second occasion - intact	\$55.00
Three or more occasions	Mandatory referral to the prosecutor
Daily board fee	\$15.00 per day

BILL NO. 2019-026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PERTAINING TO A COST APPORTIONMENT FOR THE CONSTRUCTION OF A NEW I-70 BRIDGE NEAR ROCHEPORT, MISSOURI; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville recognizes the importance of the I-70 Bridge to the Missouri economy; and

WHEREAS, the City desires to support the construction of a new bridge with a financial contribution; and

WHEREAS, the State of Missouri was successful in securing a \$81.2 million INFRA grant through the US Department of Transportation for the construction of a new I-70 Bridge.

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

SECTION 1: That the City of Boonville, Missouri hereby authorizes the City Administrator to execute on its behalf a certain Agreement between Missouri Highways and Transportation Commission and the City of Boonville, Missouri relating to the Construction of a new I-70 Bridge near Rocheport, Missouri, a copy of which is marked "Exhibit A" is attached hereto and made a part hereof, is hereby approved; and the City Clerk is hereby authorized and directed to impress thereon the official seal of the City, and to attest said execution.

SECTION 2: This ordinance shall take effect and be in force following approval by the City Council.

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

FIRST READING: August 5, 2019

READ FOR THE SECOND TIME AND PASSED THIS 19th DAY OF AUGUST, 2019 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 19TH DAY OF August, 2019

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 04/18 (BDG)
Modified: 07/19 (BDG)

Cost Apportionment Agreement
Route: Interstate 70
Counties: Cooper and Boone
Job No.: J5I3358
2019-06-50501

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Boonville, Missouri (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Interstate 70 in Cooper and Boone Counties as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Interstate 70, extending generally 4.2 miles from approximately Sta. 1410+00 to approximately Sta. 125+00 (Equation: 1504+89.52 BK=0+00.00 AH); and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the improvements, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's public improvement for Interstate 70, in the Counties of Cooper and Boone, designated as Job No. J5I3358. This public improvement will involve the replacement of the bridge over the Missouri River (L0962) near Rocheport, Missouri.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Beginning in Cooper County at approximately Station 1410+00, near the Route 179 interchange, run in a generally easterly direction along existing Interstate 70 to approximately Station 125+00 at State Route BB interchange in Boone County. (Equation: 1504+89.52 BK = 0+00.00 AH); Length of improvement is 21,990 feet (approximately 4.2 miles).

The general location of the public improvement is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Central District's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The Entity shall remit a check in the amount of One Hundred Thousand Dollars (\$100,000.00), no more, no less, no later than one month prior to the Commission's award of the project. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the Entity fails to make the deposit, the Commission is under no obligation to continue with the project.

(B) The Commission will be responsible for obtaining the remainder of the total project cost, currently estimated at two-hundred forty million dollars (\$240,000,000.00). Of this amount, the Commission shall provide two-hundred thirty-five million, eight hundred thousand dollars (\$235,800,000.00). The additional funds currently estimated at four million two hundred thousand dollars (\$4,200,000.00) will be

provided by other entities as detailed in Exhibit B.

(7) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*.

(8) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(14) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(15) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(19) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(20) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(21) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(22) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: David Silvester, District Engineer
1511 Missouri Boulevard

Jefferson City, MO 65102
Facsimile No: (573) 751-8267
Email: David.Silvester@modot.mo.gov

[Entity] to: City of Boonville
Attn: Ned Beach, Mayor
401 Main Street
Boonville, MO 65233
Facsimile No.: (660) 882-6608
Email: ned.beach@boonville-mo.org

or to such other place as the parties may designate in accordance with this Agreement.

(23) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be

construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

*[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on
Following Page]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this ____ day of _____, 2019.

Executed by the Commission this ____ day of _____, 2019.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BOONVILLE, MISSOURI

Title _____

By _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

EXHIBIT A

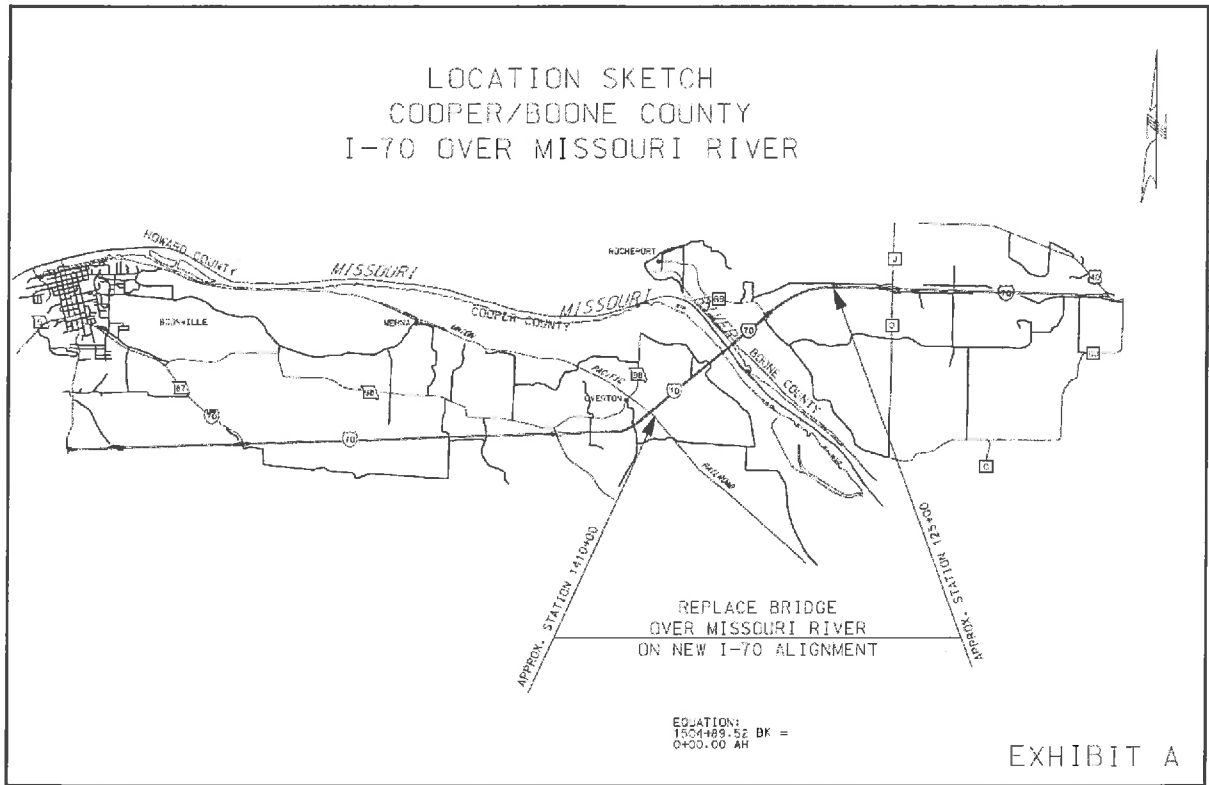


Exhibit B

Project Name: I-70 Cooper/Boone County

MoDOT Project Number: J5I3358

Description: Bridge Replacement over Missouri River near Rocheport

Total Project Cost Estimate: \$240,000,000.00

Local Entity: City of Boonville

	Current Estimate	Cost Share/Participation Eligible
Preliminary Engineering	\$3,030,000.00	\$
Right of Way Acquisition (including easements)	\$6,100,000.00	\$
Right of Way Incidentals	\$78,000.00	\$
Utilities	\$4,850,000.00	\$
Construction	\$223,842,000.00	\$4,200,000.00
Construction Engineering	\$2,100,000.00	\$
Total	\$240,000,000.00	\$4,200,000.00

Project Responsibilities:

Preliminary Engineering Oversight	MoDOT
Right of Way Acquisition and Utilities	MoDOT
Request for Proposals (RFP)	MoDOT
Inspection and Construction Oversight	MoDOT

Financial Responsibilities:

MoDOT	\$235,800,000.00	98.25%
City of Columbia	\$2,000,000.00	0.83%
Boone County	\$2,000,000.00	0.83%
City of Boonville	\$100,000.00	.042%
Cooper County	\$100,000.00	.042%
Total:	\$240,000,000.00	100%

How are overruns and underruns handled?

The Commission is responsible for all overruns/underruns for the project.

Missouri lands grant for Rocheport bridge

By Philip Joens Columbia Daily Tribune

Posted Jul 22, 2019 at 5:28 PM

Updated Jul 22, 2019 at 6:11 PM

The project to build a new Interstate 70 bridge near Rocheport received a big boost Monday when the U.S. Department of Transportation announced it was awarding an \$81.2 million grant essential to the plan.

This spring the Missouri Department of Transportation applied for a \$172 million federal INFRA grant to replace an existing 60-year-old bridge. The existing bridge was slated to undergo an eight- to nine-month rehabilitation next year to extend its life by 10 years.

Each day about 34,000 cars pass over the bridge. State officials and local leaders have said the rehabilitation project could cause traffic to back up for as long as eight hours in either direction.

Including the grant, the state has about \$190 million of the \$240 million estimated cost to replace the bridge. MoDOT's application for the grant said the state could rely on a \$73.1 million federal loan to help the state pay for the bridge. Department spokeswoman Sally Oxenhandler did not return a request for comment.

Under the state's proposal, the state would pay \$105.2 million. Columbia and Boone County have offered to provide \$2 million each, while Cooper County and Boonville both pledged \$100,000 toward the project.

In a news release, Gov. Mike Parson's office said the grant will allow the state to replace the existing span.

"Transportation drives our economy, and replacing the bridge is a major step toward maintaining our highway system and ensuring we have the framework for access and expansion in the future," Parson said in the release.

U.S. Sens. Roy Blunt and Josh Hawley, both Republicans, and U.S. Reps. Sam Graves, R-Tarkio, and Vicky Hartzler, R-Harrisonville, praised the grant in a joint news release.

“The Rocheport Bridge is a vital component of our nation’s highway system, carrying millions of people and billions of dollars in freight every year,” Blunt said in the prepared statement. “Replacing the bridge will create a safer, more reliable transportation route for businesses, travelers and local residents.”

The bridge is in Hartzler’s district, which includes Boone and Cooper counties. She said local, state and federal governments worked well together to secure the grant.

“This award is critical not only for the citizens of Missouri’s Fourth Congressional District and mid-Missouri, but for travelers and truckers across the nation who traverse our great state,” Hartzler said in a news release.

Dan Mehan, Missouri Chamber of Commerce president, said the grant and the bonding package will lead to significant infrastructure investments in the state.

“This is a big win for Missouri,” Mehan said in a news release. “The transportation funding announced today reflects the urgent need to invest in our state’s infrastructure to ensure our roads and bridges remain safe and open for commerce.”

At a meeting last week on the rehabilitation plan, MoDOT officials stated the bridge is in worse shape than thought, with a recent inspection labeling it in “poor” condition. Two additional meetings scheduled to discuss rehabilitation were canceled Monday after the grant was announced.

Lawmakers in May approved spending \$301 million financed by state bonds to repair 215 bridges across the state. The plan was contingent on getting the grant.

pjoens@columbiatribune.com

573-815-1722

City of Boonville
Boonville Historic Preservation Advisory Commission
Cancelled Meeting
July 11, 2019

6:00PM
City Council Chamber
525 East Spring Street
Boonville, MO 65233

The Thursday, July 11th, 2019 meeting of the Boonville Historic Preservation Advisory Commission has been cancelled due to lack of agenda items. The next scheduled meeting will be Thursday, August 8th, 2019.

**City of Boonville
Parks and Recreation Advisory Board
Cancelled Meeting
July 16, 2019**

**5:30 PM
City Council Chambers
525 East Spring Street
Boonville, MO 65233**

The Tuesday, July 16, 2019 meeting of the Parks and Recreation Advisory Board has been cancelled. The next scheduled meeting of the Parks and Recreation Advisory Board is September 17, 2019.

**Tourism Commission
MEETING
July 16, 2019**

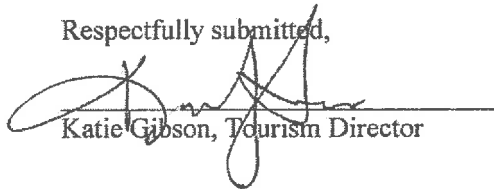
NOTICE POSTED: Monday, July 15, 2019

The Tourism Commission met at the Visitor Center Building at 100 E Spring St, 2:30 p.m. July 16, 2019.

ROLL CALL: Voting Members Present; none Non-Voting Members Present; Katie Gibson, Director of Tourism, and Cheryl Gates, Tourism Coordinator. Voting Members absent were Leah Jonkers, Julie Pasley, and Paul Keller. Council Representative Morris Carter was absent.

Without a quorum of voting members, the meeting was cancelled.

Respectfully submitted,



Katie Gibson, Tourism Director

**Cemetery Board
MEETING
July 25, 2019**

NOTICE POSTED: Wednesday, July 17, 2019 at 2:14 pm

The Cemetery Board met at City Council Chambers, 525 East Spring Street, Boonville, MO 65233

Voting Members Present: Liz Davis. Non-Voting Members Present; Kate Fjell, Asst. City Administrator and Paul Linhart, Parks Foreman, and Henry Hurt, Council Representative.

Voting Members absent were Shirley McGowan, Judy Shields, Helen Fisher and LaDonna Drew.

Without a quorum of voting members, the meeting was cancelled.

Respectfully submitted,
Kate Fjell

**CITY OF BOONVILLE
STREET, ALLEY and SANITATION BOARD
CANCELLATION**

July 31, 2019

6:30 p.m.

City Services Building
1200 Locust Street
Boonville, Missouri

The **Wednesday, July 31, 2019** meeting of the **STREET, ALLEY and SANITATION BOARD** has been cancelled for **lack of agenda items**. The next regularly scheduled meeting is **WEDNESDAY, AUGUST 28, 2019**.

MEMORANDUM

DATE: July 19, 2019
TO: City Council, Irl Tessendorf, Kate Fjell, Teresa Studley, Chief Tim Carmichael,
Chief Bobby Welliver, M.L. Cauthon, and Paul Linhart
FROM: Mayor Ned Beach
SUBJECT: Gaming Funding

This is a great reminder of our position as a neighbor. Good for Ms. Riekhof, and good for us.

Thanks.

A handwritten signature in blue ink, appearing to read "Ned Beach", written in a cursive style.



PROSECUTING ATTORNEY, HOWARD COUNTY
PO Box 112, Fayette, MO 65248

Deborah K. Riekhof, *Prosecuting Attorney*
Natalie Cleeton, *Legal Assistant*
Angela Coats, *Restitution Clerk/Victim Advocate*

(660) 248-3005
(660) 248-3007 (FAX)

July 12, 2019

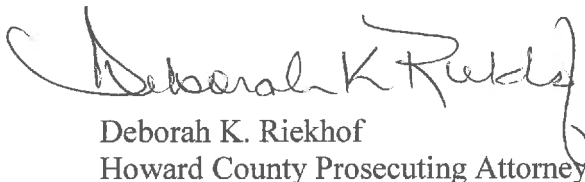
City of Boonville
401 Main Street
Boonville, MO 65233

Dear Mayor Beach and Boonville City Council:

Our office has received from you Riverboat funds in the amount of \$15,000. Thank you so much for your generosity to our county. With all the flood waters this spring and summer, we are reminded how vital cooperation is between our two counties; when we are cut off, both counties suffer from decreased revenues, lowered law enforcement capabilities, and weakened public safety. We are stronger together, and we appreciate your recognition of this by your continued economic support.

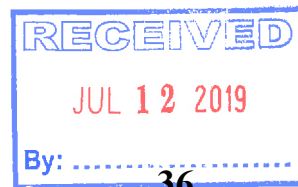
We look forward to renewed transportation ease to Cooper County, and I thank you, as always, on behalf of the citizens of Howard County.

Sincerely,



Deborah K. Riekhof
Howard County Prosecuting Attorney

DKR:nsc



VACANT COMMITTEE POSITIONS & COMMITTEE APPOINTMENTS

Airport

Vacant – 4

Architectural Review Committee

Vacant – 5

Board of Adjustments

Vacant – 2

Board of Public Works

Vacant-1

BOCA Board of Appeals

Vacant-1

Cemetery Board

Vacant – 1

Historic Preservation Commission

Vacant – 4

Parks and Recreation Board

Vacant – 4

Planning and Zoning Commission

Vacant – 1

Tourism Committee

Vacant – 3

Transportation Development District Committee

Vacant – 1

STATE OF MISSOURI
DEPARTMENT OF AGRICULTURE



DIVISION OF ANIMAL HEALTH
PO BOX 630 JEFFERSON CITY, MO 65102

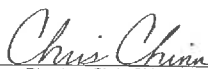
ANIMAL CARE FACILITY LICENSE
Pound/Dog Pound

This is to certify that the person named herein is licensed as an Animal Care Facility
pursuant to section 273.327, RSMo. This document is non-transferable.

Paxton, Pam
Boonville Animal Control Shelter
1560 E Morgan
Boonville MO 65233

License #
AC002TV6

Expires
01/31/2020


Director - Chris Chinn


State Veterinarian- Steve Stubberg, DVM



STATE OF MISSOURI
DEPARTMENT OF AGRICULTURE
ANIMAL CARE FACILITY LICENSE
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Paxton, Pam
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1560 E Morgan
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License #
AC002TV6
Expires
01/31/2020


Director - Chris Chinn


State Veterinarian- Steve Stubberg, DVM

Teresa Studley

From: Kate Fjell
Sent: Thursday, August 1, 2019 2:06 PM
To: Teresa Studley
Subject: Kudos to Boonville Lifeguards

Teresa-

Please share with the Mayor and Council the following information regarding the City Pool.

This year we have had lots of positive feedback about the what a great job the lifeguards are doing, particularly as it related to swim lessons.

Most recently, a woman called to compliment Braden Dement who took an extra hour out of his time to work 1 on 1 with her daughter on getting more comfortable and confident in the water while working on her diving skills.

All of the pool staff have done a great job this year and they deserve some thanks.

Thanks for sharing!

Asst. to City Administrator
401 Main Street
Boonville, MO 65233
660-882-4003

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: JUNE 30TH, 2019

01 -GENERAL FUND
 FINANCIAL SUMMARY

2490 PDM

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
01 -GENERAL FUND		6,040,200.00	318,764.38	902,800.69	14.95	0.00	5,137,399.31
*** TOTAL REVENUES ***		6,040,200.00	318,764.38	902,800.69	14.95	0.00	5,137,399.31
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		734,270.00	47,999.76	174,680.87	23.79	0.00	559,589.13
POLICE		1,812,650.00	134,860.00	493,055.05	27.20	0.00	1,319,594.95
FIRE DEPARTMENT		560,425.00	32,186.57	118,766.47	21.19	0.00	441,658.53
STREET DEPARTMENT		824,500.00	43,282.04	140,025.49	16.98	0.00	684,474.51
CENTRAL GARAGE		68,450.00	4,364.54	13,030.67	19.04	0.00	55,419.33
AIRPORT		166,550.00	3,985.49	12,608.47	7.57	0.00	153,941.53
ANIMAL CONTROL		105,750.00	6,676.40	23,329.37	22.06	0.00	82,420.63
PARKS & RECREATION		491,950.00	43,746.81	126,342.10	25.68	0.00	365,607.90
SWIMMING POOL		205,450.00	41,057.97	64,826.73	31.55	0.00	140,623.27
NON-OPERATING EXPENDITURE		532,400.00	43,712.95	57,886.94	10.87	0.00	474,513.06
CEMETERY		16,000.00	2,057.14	6,171.42	38.57	0.00	9,828.58
MUNICIPAL COURT		30,250.00	1,829.76	6,425.16	21.24	0.00	23,824.84
COP-DEBT SERVICE		856,300.00	63,566.60	127,133.20	14.85	0.00	729,166.80
MAJOR PROJECTS		141,600.00	24,623.37	82,928.55	58.57	0.00	58,671.45
*** TOTAL EXPENDITURES ***		6,546,545.00	493,949.40	1,447,210.49	22.11	0.00	5,099,334.51
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(506,345.00)	(175,185.02)	(544,409.80)	107.52	0.00	38,064.80
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: JUNE 30TH, 2019

02 -SANITATION
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
02 -SANITATION		<u>709,000.00</u>	<u>54,676.12</u>	<u>178,470.52</u>	<u>25.17</u>	<u>0.00</u>	<u>530,529.48</u>
*** TOTAL REVENUES ***		<u>709,000.00</u>	<u>54,676.12</u>	<u>178,470.52</u>	<u>25.17</u>	<u>0.00</u>	<u>530,529.48</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
COLLECTION		<u>709,000.00</u>	<u>40,548.79</u>	<u>152,854.85</u>	<u>21.56</u>	<u>0.00</u>	<u>556,145.15</u>
*** TOTAL EXPENDITURES ***		<u>709,000.00</u>	<u>40,548.79</u>	<u>152,854.85</u>	<u>21.56</u>	<u>0.00</u>	<u>556,145.15</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>0.00</u>	<u>14,127.33</u>	<u>25,615.67</u>	<u>0.00</u>	<u>0.00</u>	<u>(25,615.67)</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: JUNE 30TH, 2019

05 -CAPITAL SALES TAX FUND
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
05 -CAPITAL SALES TAX FUN		<u>725,000.00</u>	<u>86,067.46</u>	<u>211,774.36</u>	<u>29.21</u>	<u>0.00</u>	<u>513,225.64</u>
*** TOTAL REVENUES ***		<u>725,000.00</u>	<u>86,067.46</u>	<u>211,774.36</u>	<u>29.21</u>	<u>0.00</u>	<u>513,225.64</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS		<u>857,100.00</u>	<u>59,495.86</u>	<u>145,000.60</u>	<u>16.92</u>	<u>0.00</u>	<u>712,099.40</u>
ECONOMIC DEVELOPMENT		<u>192,900.00</u>	<u>55,323.83</u>	<u>79,906.39</u>	<u>41.42</u>	<u>0.00</u>	<u>112,993.61</u>
*** TOTAL EXPENDITURES ***		<u>1,050,000.00</u>	<u>114,819.69</u>	<u>224,906.99</u>	<u>21.42</u>	<u>0.00</u>	<u>825,093.01</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>(325,000.00)</u>	<u>(28,752.23)</u>	<u>(13,132.63)</u>	<u>4.04</u>	<u>0.00</u>	<u>(311,867.37)</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: JUNE 30TH, 2019

06 -WATER WORKS FUND
 FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
06 -WATER WORKS FUND	2,632,900.00	203,076.34	611,198.00	23.21	0.00	2,021,702.00
*** TOTAL REVENUES ***	2,632,900.00	203,076.34	611,198.00	23.21	0.00	2,021,702.00
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
ADMINISTRATION	380,900.00	10,078.10	52,635.44	13.82	0.00	328,264.56
WATER DISTRIBUTION	302,250.00	13,720.65	60,632.56	20.06	0.00	241,617.44
WATER TREATMENT PLANT	1,113,200.00	15,566.26	259,866.70	23.34	0.00	853,333.30
DEBT SERVICE	591,300.00	46,737.16	127,525.13	21.57	0.00	463,774.87
CAPITAL PROJECTS	602,250.00	27.00	26,976.86	4.48	0.00	575,273.14
*** TOTAL EXPENDITURES ***	2,989,900.00	86,129.17	527,636.69	17.65	0.00	2,462,263.31
	=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***	(357,000.00)	116,947.17	83,561.31	23.41-	0.00	(440,561.31)
	=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: JUNE 30TH, 2019

07 -CAPITAL IMPROVEMENTS FUND
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
07 -CAPITAL IMPROVEMENTS		<u>3,831,000.00</u>	<u>332,458.32</u>	<u>332,634.44</u>	<u>8.68</u>	<u>0.00</u>	<u>3,498,365.56</u>
*** TOTAL REVENUES ***		<u>3,831,000.00</u>	<u>332,458.32</u>	<u>332,634.44</u>	<u>8.68</u>	<u>0.00</u>	<u>3,498,365.56</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
CAPITAL IMPROVEMNTS		<u>4,300,000.00</u>	<u>381,693.51</u>	<u>440,970.23</u>	<u>10.26</u>	<u>0.00</u>	<u>3,859,029.77</u>
*** TOTAL EXPENDITURES ***		<u>4,300,000.00</u>	<u>381,693.51</u>	<u>440,970.23</u>	<u>10.26</u>	<u>0.00</u>	<u>3,859,029.77</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>(469,000.00)</u>	<u>(49,235.19)</u>	<u>(108,335.79)</u>	<u>23.10</u>	<u>0.00</u>	<u>(360,664.21)</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
F I N A N C I A L S T A T E M E N T
A S O F : J U N E 3 0 T H , 2 0 1 9

08 -WASTE WATER FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
08 -WASTE WATER FUND		<u>2,570,000.00</u>	<u>217,382.59</u>	<u>654,740.18</u>	<u>25.48</u>	<u>0.00</u>	<u>1,915,259.82</u>
*** TOTAL REVENUES ***		<u>2,570,000.00</u>	<u>217,382.59</u>	<u>654,740.18</u>	<u>25.48</u>	<u>0.00</u>	<u>1,915,259.82</u>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		365,300.00	9,936.99	51,710.53	14.16	0.00	313,589.47
SEWERAGE COLLECTION		511,850.00	17,210.10	53,133.29	10.38	0.00	458,716.71
WASTE WATER TREATMENT		798,000.00	63,766.27	171,617.76	21.51	0.00	626,382.24
WASTE WATER CONSTRUCTION		102,200.00	48,647.50	48,647.50	47.60	0.00	53,552.50
CAPITAL PROJECTS		<u>1,047,650.00</u>	<u>97,522.02</u>	<u>197,364.58</u>	<u>18.84</u>	<u>0.00</u>	<u>850,285.42</u>
*** TOTAL EXPENDITURES ***		<u>2,825,000.00</u>	<u>237,082.88</u>	<u>522,473.66</u>	<u>18.49</u>	<u>0.00</u>	<u>2,302,526.34</u>
*** TOTAL PROFIT / (LOSS) ***		<u>(255,000.00)</u>	<u>(19,700.29)</u>	<u>132,266.52</u>	<u>51.87-</u>	<u>0.00</u>	<u>(387,266.52)</u>

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: JUNE 30TH, 2019

16 -TOURISM TAX
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
16	-TOURISM TAX	<u>256,500.00</u>	<u>26,380.89</u>	<u>62,123.35</u>	<u>24.22</u>	<u>0.00</u>	<u>194,376.65</u>
***	TOTAL REVENUES ***	<u>256,500.00</u>	<u>26,380.89</u>	<u>62,123.35</u>	<u>24.22</u>	<u>0.00</u>	<u>194,376.65</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTATION	<u>276,500.00</u>	<u>14,167.32</u>	<u>48,477.11</u>	<u>17.53</u>	<u>0.00</u>	<u>228,022.89</u>
***	TOTAL EXPENDITURES ***	<u>276,500.00</u>	<u>14,167.32</u>	<u>48,477.11</u>	<u>17.53</u>	<u>0.00</u>	<u>228,022.89</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>(20,000.00)</u>	<u>12,213.57</u>	<u>13,646.24</u>	<u>68.23-</u>	<u>0.00</u>	<u>(33,646.24)</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: JUNE 30TH, 2019

17 -GAMING TAXES
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
17	-GAMING TAXES	<u>3,220,000.00</u>	<u>271,730.39</u>	<u>838,331.43</u>	<u>26.04</u>	<u>0.00</u>	<u>2,381,668.57</u>
***	TOTAL REVENUES ***	<u>3,220,000.00</u> =====	<u>271,730.39</u> =====	<u>838,331.43</u> =====	<u>26.04</u> =====	<u>0.00</u> =====	<u>2,381,668.57</u> =====
<u>EXPENDITURE SUMMARY</u>							
01	-ADMINISTRATION	<u>3,822,000.00</u>	<u>238,818.18</u>	<u>443,899.67</u>	<u>11.61</u>	<u>0.00</u>	<u>3,378,100.33</u>
***	TOTAL EXPENDITURES ***	<u>3,822,000.00</u> =====	<u>238,818.18</u> =====	<u>443,899.67</u> =====	<u>11.61</u> =====	<u>0.00</u> =====	<u>3,378,100.33</u> =====
***	TOTAL PROFIT / (LOSS) ***	<u>(602,000.00)</u> =====	<u>32,912.21</u> =====	<u>394,431.76</u> =====	<u>65.52-</u> =====	<u>0.00</u> =====	<u>(996,431.76)</u> =====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: JUNE 30TH, 2019

20 -PARK/STORMWATER SALES TAX
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
20	-PARK/STORMWATER SALES	<u>1,638,000.00</u>	<u>68,360.85</u>	<u>192,516.09</u>	<u>11.75</u>	<u>0.00</u>	<u>1,445,483.91</u>
***	TOTAL REVENUES ***	<u>1,638,000.00</u>	<u>68,360.85</u>	<u>192,516.09</u>	<u>11.75</u>	<u>0.00</u>	<u>1,445,483.91</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	<u>1,993,000.00</u>	<u>36,962.08</u>	<u>1,169,703.68</u>	<u>58.69</u>	<u>0.00</u>	<u>823,296.32</u>
***	TOTAL EXPENDITURES ***	<u>1,993,000.00</u>	<u>36,962.08</u>	<u>1,169,703.68</u>	<u>58.69</u>	<u>0.00</u>	<u>823,296.32</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>(355,000.00)</u>	<u>31,398.77</u>	<u>(977,187.59)</u>	<u>275.26</u>	<u>0.00</u>	<u>622,187.59</u>
		=====	=====	=====	=====	=====	=====



Missouri Gaming Commission

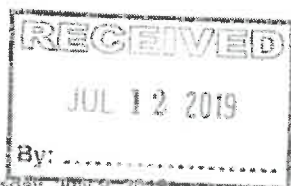
State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period: 6/1/2019 through 6/30/2019

Year beginning 6/1/2019

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of Adm Tax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
06/01/2019	Saturday	\$10,818.00	\$58,481.65	\$69,299.65	\$5,409.00	\$52,633.49	\$5,848.16	\$11,257.16
06/02/2019	Sunday	\$8,064.00	\$49,511.85	\$57,575.85	\$4,032.00	\$44,560.67	\$4,951.18	\$8,983.18
06/03/2019	Monday	\$4,530.00	\$19,181.88	\$23,711.88	\$2,265.00	\$17,263.69	\$1,918.19	\$4,183.19
06/04/2019	Tuesday	\$5,132.00	\$28,014.71	\$33,146.71	\$2,566.00	\$25,213.24	\$2,801.47	\$5,367.47
06/05/2019	Wednesday	\$5,582.00	\$37,684.71	\$43,266.71	\$2,791.00	\$33,916.24	\$3,768.47	\$6,589.47
06/06/2019	Thursday	\$7,150.00	\$41,872.99	\$49,022.99	\$3,575.00	\$37,685.69	\$4,187.30	\$7,762.30
06/07/2019	Friday	\$7,928.00	\$44,784.00	\$52,712.00	\$3,964.00	\$40,305.60	\$4,478.40	\$8,442.40
06/08/2019	Saturday	\$11,776.00	\$66,889.92	\$78,665.92	\$5,888.00	\$60,200.93	\$6,688.99	\$12,576.99
06/09/2019	Sunday	\$7,468.00	\$44,483.68	\$51,951.68	\$3,734.00	\$40,035.31	\$4,448.37	\$8,182.37
06/10/2019	Monday	\$4,106.00	\$25,479.42	\$29,585.42	\$2,053.00	\$22,931.48	\$2,547.94	\$4,600.94
06/11/2019	Tuesday	\$5,180.00	\$32,416.74	\$37,596.74	\$2,590.00	\$29,175.07	\$3,241.67	\$5,831.67
06/12/2019	Wednesday	\$6,644.00	\$36,405.35	\$43,049.35	\$3,322.00	\$32,764.82	\$3,640.53	\$6,962.53
06/13/2019	Thursday	\$6,856.00	\$34,331.85	\$41,187.85	\$3,428.00	\$30,898.67	\$3,433.18	\$6,861.18
06/14/2019	Friday	\$11,752.00	\$58,732.31	\$70,484.31	\$5,876.00	\$52,859.08	\$5,873.23	\$11,749.23
06/15/2019	Saturday	\$13,530.00	\$73,526.71	\$87,056.71	\$6,785.00	\$66,174.04	\$7,352.67	\$14,117.67
06/16/2019	Sunday	\$10,192.00	\$55,737.87	\$65,929.87	\$5,096.00	\$50,164.08	\$5,573.79	\$10,669.79
06/17/2019	Monday	\$4,754.00	\$27,205.09	\$31,959.09	\$2,377.00	\$24,484.58	\$2,720.51	\$5,097.51
06/18/2019	Tuesday	\$5,044.00	\$26,065.37	\$31,109.37	\$2,522.00	\$23,458.83	\$2,606.54	\$5,128.54
06/19/2019	Wednesday	\$6,862.00	\$44,067.64	\$50,929.64	\$3,431.00	\$39,660.88	\$4,406.76	\$7,837.76
06/20/2019	Thursday	\$7,918.00	\$44,620.97	\$52,538.97	\$3,959.00	\$40,158.87	\$4,462.10	\$8,421.10
06/21/2019	Friday	\$10,976.00	\$65,291.19	\$76,267.19	\$5,489.00	\$66,762.07	\$6,529.12	\$12,018.12
06/22/2019	Saturday	\$12,934.00	\$64,569.97	\$77,503.97	\$6,467.00	\$58,112.97	\$6,457.00	\$12,924.00
06/23/2019	Sunday	\$8,458.00	\$55,913.44	\$64,371.44	\$4,229.00	\$50,322.10	\$5,591.34	\$9,820.34
06/24/2019	Monday	\$4,766.00	\$37,211.98	\$41,977.98	\$2,383.00	\$33,490.78	\$3,721.20	\$6,104.20
06/25/2019	Tuesday	\$5,174.00	\$29,238.68	\$34,412.68	\$2,587.00	\$26,314.81	\$2,923.87	\$5,510.87
06/26/2019	Wednesday	\$5,786.00	\$35,178.39	\$40,964.39	\$2,893.00	\$31,660.55	\$3,517.54	\$6,410.84
06/27/2019	Thursday	\$7,420.00	\$35,779.40	\$43,199.40	\$3,710.00	\$32,200.56	\$3,577.84	\$7,287.84
06/28/2019	Friday	\$9,942.00	\$50,676.39	\$60,618.39	\$4,971.00	\$45,608.75	\$5,067.64	\$10,038.64
06/29/2019	Saturday	\$12,380.00	\$82,268.97	\$94,648.97	\$5,190.00	\$74,042.07	\$8,226.90	\$14,416.90
06/30/2019	Sunday	\$8,262.00	\$45,389.77	\$53,651.77	\$4,131.00	\$40,850.79	\$4,538.98	\$8,669.98
Casino Report Totals:		\$227,386.00	\$1,351,011.89	\$1,588,397.89	\$118,693.00	\$1,215,910.71	\$135,101.18	\$253,794.18
Casino YTD Totals:		\$227,386.00	\$1,351,011.89	\$1,588,397.89	\$118,693.00	\$1,215,910.70	\$135,101.19	\$253,794.19



Tuesday, July 9, 2019

*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

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