

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

March 19, 2018

7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

I. Call to Order – Pledge and Prayer (Vanessa Dorman)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the March 5, 2018 Council Meeting

V. Consent Items

- a. Consider Pay Request No. 3 from Qualite Sports Lighting, LLC in the amount of \$41,761.00 for Soccer Complex

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2018-003 Approving the Budget for Fiscal Year 2018-19
- B) Second Reading of Bill No. 2018-004 Changing Rates to be Paid for Water and Water Services
- C) Second Reading of Bill No. 2018-005 Changing Rates to be Paid for Wastewater Services
- D) Second Reading of Bill No. 2018-006 Amending Solid Waste Collection Fees
- E) Second Reading of Bill No. 2018-009 Amending Ordinance Pertaining to Stolen, Lost, or Abandoned Property

VIII. New Business

- A) First and Second Reading of Bill No. 2018-008 Amending the Budget for FY2017-2018
- B) First and Second Reading of Bill No. 2018-010 Amending an STP-Urban Program Agreement No. STP-1300(509) with Missouri Highways and Transportation Commission for Mill and Overlay Main Street
- C) Consider Resolution R2018-03 Approving an Agreement with Robert A. Treuner Masonry Co. Inc. for Masonry and an Agreement with Aire Serv of Central Missouri for the Construction of the Animal Shelter

IX. Reports of Standing Committees

- A) Housing Authority – March 7, 2018 (Morris Carter)
- B) Tourism Commission – February 13, 2018 (Morris Carter)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

Economic Developer

- Economic Development Report – March 15, 2018

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 CITY COUNCIL REVIEW AND APPROVAL

City of Boonville City Council Meeting Minutes March 5, 2018

The Boonville City Council met in Regular Session on March 5, 2018 at 7:00 p.m. in the Council Chambers. The following officers were present: Julie Thacher, Mayor; Irl Tessendorf, City Administrator; Charissa Mayes, City Counselor; and Teresa Studley, City Clerk.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order and Mr. Whitney Venable led the prayer after the pledge of allegiance.

ROLL CALL

Mayor Thacher advised that Ms. Dorman will be joining the meeting a bit later and that Mr. Steve Young was unable to attend the meeting in person. However, Mr. Young was able to phone in for the City Council Meeting and is present on the phone with the council for the meeting.

The following Council Representatives were present: Whitney Venable, Michael Stock, Steve Young (via phone), Susan Meadows, Ned Beach, Henry Hurt, and Morris Carter. Council Representative Vanessa Dorman was absent.

HEARING OF CITIZENS' COMMENTS

Ms. Liz Davis, of Ward 2, representing Pick-Up Boonville, spoke to the council in reference to the upcoming 8th Annual Pick-Up Boonville Event on Saturday, March 24, 2018 at 9:00 a.m. – noon at the Visitor's Center at 100 E. Spring Street. Ms. Davis stated that the pick-up will last about 2 hours, and afterwards, there will be music, prizes, and a lunch provided. Ms. Davis stated that the City of Boonville employees had their own separate team for three out of the eight years that the event has been held.

Ms. Joan Read, of Ward 2, stated that two years ago, she came before the Council voicing her concern about the City of Boonville enticing CMMG into bringing their business to town. Ms. Read stated that CMMG manufactures AR-15's, which is the weapon of choice, terrorizing the country. Ms. Read stated that with millions of assault weapons in the country, any random school or community can be a victim of mass shootings. Ms. Read stated that she is completely against military weapons in civilian hands. Ms. Read also voiced her concern with the transparency surrounding CMMG. Ms. Read stated that two years ago, the City of Boonville gave \$500,000 to the Industrial Development Authority (IDA) to use, as they saw fit, to bring jobs to Boonville. The IDA is run with complete autonomy. The IDA chose to give CMMG a \$200,000 forgivable Economic Development Loan, disbursed in five increments of \$40,000

annually. The funds are forgiven if the employment objectives are met. Ms. Read stated that the fully staffed facility moved here from Fayette. Ms. Read expressed her concern if any of the jobs created were for people from Boonville. Ms. Read stated that in August 2016, the IDA and CMMG reach an agreement on number employees required: 2017 - 55 employees, 2018 - 46 employees, 2019 – 48 employees, and so on. Ms. Read stated that the agreement clearly states that employee numbers can not include any shareholders or owners of the business. Ms. Read stated that she has learned that CMMG has not met their employment objectives for 2017, averaging at 51 employees, which included owners and shareholders. Ms. Read stated that a few city officials hand selected a couple of City Council Members to meet with CMMG to keep most of the City Council in the dark about the situation. Ms. Read stated that CMMG requested that the \$40,000 loan be forgiven, and they also requested that the agreement be revised to include the owners and shareholders as employees. Ms. Read stated that she understands that the IDA has complete authority, however, she feels that it was the City Council that gave them the money. Ms. Read stated that with the sales being down for the company, there are fewer Boonville produced assault weapons having the potential of destroying random communities or schools. Ms. Read expressed her disapproval of her tax dollars enabling CMMG to produce weapons designed for murder. Ms. Read asked the Council to show some integrity and abide by the established agreement made with CMMG.

Ms. Connie Schneider, of Ward 1, expressed her concern for the possibility of the Council changing the terms of the CMMG contract. Ms. Schneider stated that the Economic Developer and IDA need to review their goals. Ms. Schneider stated that this group of people came before the Council on July 5, 2016, to protest the proposed financial funding of CMMG allowing them to move to Boonville. Ms. Schneider gave a brief summary of the outcome of the vote on July 5, 2016, which resulted in a contract being negotiated with CMMG. Ms. Schneider stated that she feels that at that time, the only concern of the Council and IDA was that a manufacturing company was now coming to Boonville. Ms. Schneider stated that no new jobs have been added and there have been a few layoffs at CMMG; and now money needs to be paid back, according to the contract. Ms. Schneider stated that the Economic Developer and the IDA want to waive the penalty. Ms. Schneider feels that common sense gun laws need to be passed which will affect CMMG's product line if they do not diversify. This will in turn affect the ability to hire employees and possibly repay monies to the City of Boonville. Ms. Schneider stated that CMMG wants to move Black Rifle, a high caliber gun store, to Boonville. Ms. Schneider states that she feels that this is a strategic decision by CMMG and the Economic Developer to circumvent the employee requirements of CMMG's contract. Ms. Schneider asks that the City Council, IDA, and Economic Developer be accountable for the contract with CMMG and to recall the money per the contract. Ms. Schneider states that the citizens of Boonville look to the Council to be honorable, equitable, wise, and fair at the use of public funds. Ms. Schneider stated that CMMG needs to take responsibility for their business decisions; along with the IDA and Economic Developer needing to take responsibility for their decisions. Ms. Schneider stated that if the money is waived, then she calls for an audit.

Ms. Jane Lago, of Ward 1, reiterated the same comments as Ms. Read and Ms. Schneider. Ms. Lago stated that she wanted to come forward as one more person who is not happy with the lack of transparency and the lack of accountability with the way that public funds are being spent by the City of Boonville and the IDA. Ms. Lago stated that she hopes in the future that when the

City of Boonville chooses to give money to city agencies, there is a better way to hold them accountable for what the money is given for.

Mr. K.C. Green, of Ward 3, wanted to add his comments in reference to the funding given to CMMG and the possibility of Black Rifle coming to Boonville. Mr. Green stated that looking at a business standpoint, politically speaking, with a republican in office and republican congress, these types of gun sales go down. Mr. Green stated that it makes no sense that the City of Boonville is going to support something that is only going to have a decreasing demand for at least one to three years. He feels that it is an investment that is poorly placed and believes that there is money to be spent in other ways. Mr. Green stated that usually after mass shootings, the sales will increase for a short time. Therefore, money coming to this company is coming from a whole participating group involving the mass shooting. Mr. Green feels that this is lacking common sense.

Ms. Judy Stock, of Ward 3, gave a brief summary as to why CMMG came to Boonville; accessibility to I-70 and to consolidate the manufacturing space into one building. Ms. Stock stated that on July 5, 2016, when it was before the Council to give the funding to the IDA, there were many citizens voicing their concerns for what this type of business would do to the tourism industry in town. Ms. Stock stated that nothing has happened with the tourism in town since the business has been in Boonville. Ms. Stock stated that when she came before the Council on July 5, 2016, she explained to the Council what type of weapon an AR-15 is. Ms. Stock re-informed the Council that the AR-15 is not an automatic rifle and AR-15 stands for Armalite Model 15. The rifle is very much like a ranch rifle, shotgun, or handguns with clips in which the trigger must be pulled each time to fire one round. Ms. Stock stated that many citizens in town are not aware that there is a gun manufacturing company in town. CMMG does nothing to cause attention to the company and the signage to the factory is very modest. Ms. Stock stated that she understands that there is a five-year contract with CMMG, with three or four years remaining. Ms. Stock feels that when companies move, there is usually a grace period for getting settled in after moving to a new location. Ms. Stock stated that the City Council has little to do with this at the moment. The IDA was established for negotiating with companies coming into the City. All the funds were put into the IDA treasury to be disbursed at the IDA's discretion. Ms. Stock informed the Council that the next IDA meeting will be on March 15. The IDA reports to the Council and will surely report to the Council on what decisions are being made. Ms. Stock stated that with her knowledge from her degree in business administration, she is willing to defer to the IDA to conduct meetings with CMMG to discuss any problems and to make the right decisions from what they have learned. Ms. Stock stated that she has heard that Black Rifle is possibly moving to Boonville from Columbia. She feels that this will be much better for hunters and target shooters to purchase supplies, patronizing a local establishment. Ms. Stock stated that guns don't kill people, people kill people. The mass shooting in Florida could have been prevented if the laws in effect would have been followed.

APPROVAL OF THE MINUTES OF THE FEBRUARY 20, 2018 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

The following Consent Item was presented for approval:

- a. Consider Pay Request No. 1 from Lehman Construction, LLC in the amount of \$146,678.69 for Wastewater Treatment Facility Improvements Flow Equalization

Mr. Carter moved, and Mr. Stock seconded the motion to approve the Consent Item. Roll call was taken. Ayes: Venable, Stock, Young, Meadows, Beach, Hurt, and Carter. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

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. Carter moved, and Mr. Venable seconded the motion for approval. Roll call was taken. Ayes: Venable, Stock, Young, Meadows, Beach, Hurt, and Carter. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2018-002 DECLARING NEED TO ACQUIRE EASEMENTS FOR WATER LINE FROM HWY B WATER TOWER TO HAIL RIDGE GOLF COURSE

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Ms. Beach seconded the motion for approval. Mayor Thatcher confirmed with Mr. Tessendorf that these easements are just in the acquiring process and has not been completed. Mr. Tessendorf confirmed that it has not been completed. With no further questions, roll call was taken. Ayes: Venable, Stock, Young, Meadows, Beach, Hurt, and Carter. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

NEW BUSINESS

CONSIDER PARKING RESTRICTION REQUEST FROM NELSON MEMORIAL UNITED METHODIST CHURCH FOR THE MOTORCYCLE PRISON MINISTRY EVENT ON JUNE 2, 2018

Mayor Thatcher advised Council that Larry Long was present and available to respond to any questions on this request. Mayor Thatcher inquired of Mr. Long as to how many years this event has been going on. Mr. Long stated that it started in 1989. Mr. Long stated that there were no changes. Mr. Carter moved, and Mr. Venable seconded the motion to approve this parking restriction request. Roll call was taken. Ayes: Venable, Stock, Young, Meadows, Beach, Hurt, and Carter. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

FIRST READING OF BILL NO. 2018-003 APPROVING THE BUDGET FOR FISCAL YEAR 2018-19

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

FIRST READING OF BILL NO. 2018-004 CHANGING RATES TO BE PAID FOR WATER AND WATER SERVICES

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

FIRST READING OF BILL NO. 2018-005 CHANGING RATES TO BE PAID FOR WASTEWATER SERVICES

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

FIRST READING OF BILL NO. 2018-006 AMENDING SOLID WASTE COLLECTION FEES

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

FIRST AND SECOND READING OF BILL NO. 2018-007 AUTHORIZING A LEASE PURCHASE AGREEMENT FOR ROSENBAUER AERIAL FIRE TRUCK WITH FIRST STATE COMMUNITY BANK

Ms. Studley read the ordinance 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. Carter moved, and Ms. Meadows seconded the motion for approval. Mayor Thatcher advised that Mr. Tim Litteken, Vice President Loan Officer of First State Community Bank, is present at the meeting if there are any questions of the Council. With no questions, roll call was taken. Ayes: Venable, Stock, Young, Meadows, Beach, Hurt, and Carter. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

FIRST READING OF BILL NO. 2018-009 AMENDING ORDINANCE PERTAINING TO STOLEN, LOST, OR ABANDONED PROPERTY

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

REPORTS OF STANDING COMMITTEES

HOUSING AUTHORITY – FEBRUARY 1, 2018 & FEBRUARY 14, 2018

Mr. Carter reported that both meetings were regular and everything is in good shape. The Housing Authority is moving forward.

STREET, ALLEY, AND SANITATION BOARD – FEBRUARY 28, 2018

Mr. Stock reported that the meeting was cancelled.

BOARD OF PUBLIC WORKS – FEBRUARY 22, 2018

Ms. Meadows reported that the meeting was cancelled.

INDUSTRIAL DEVELOPMENT AUTHORITY – JANUARY 25, 2018

Mr. Young stated that that minutes are included in the council packet. Mr. Young deferred the report to Dr. Gann to report on during the Reports of City Officials. Ms. Meadows stated that the IDA minutes note that there was a statement in the President's report that said, *"To assure complete openness a motion was made by Wendy Wooldridge and seconded by Sam Giroux to supply the City Council with copies of the minutes of IDA's meetings. The motion carried 8-0."* Ms. Meadows commented that she was very happy to hear that the IDA wanted transparency for the city council.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

Mayor Thatcher reminded the Council that at the last council meeting, she mentioned the Video Lottery Terminals (hereinafter VLT). Mayor Thatcher stated that she sent some talking points to the Council advising if they had some concerns, to contact their legislatures. Mayor Thatcher stated that she did contact Representative David Muntzel, Representative Chuck Basye, and Senator Caleb Rowden. Mayor Thatcher received a response from Senator Rowden who also has concerns regarding the VLTs. Senator Rowden is keeping an eye on the situation and will keep the City informed on anything that may arise.

CITY COUNSELOR

No report was offered.

ECONOMIC DEVELOPER

Dr. Dr. Gann reviewed his February 22, 2018 Economic Development Report with the Council with particular note to several items.

Dr. Gann inquired of the Council if they had any questions regarding the issues raised about the IDA this evening. Dr. Gann noted, that in the cooperative agreement between the City of Boonville and the University of Missouri, that he informs and supports the IDA. He does not report to the IDA, he only supports them in their efforts. Dr. Gann advised that he does not have a vote on the IDA, nor does he have a vote on the Council. Dr. Gann advised that he will answer any questions in regards to process if the Council has any questions.

*****Council Representative Vanessa Dorman arrived at 7:39*****

Ms. Meadows stated that it was her understanding that the IDA has met to discuss and review CMMG's presentation that was given in January. Ms. Meadows would like the status of said review. Dr. Gann reported that the contract that was mentioned was created by an external counsel that was hired by a sub-committee of the IDA. Dr. Gann advised that he was not present for any part of that. The IDA then executed a contract with CMMG. Dr. Gann stated that under the terms of the contract, certain monies are to be forgiven, should certain employment levels be met. CMMG was asked to give a presentation in January 2018, which they did. Dr. Gann stated that the IDA has the ability to audit the results that the company has presented to the IDA. Dr. Gann stated that the presentation did occur and the preliminary numbers would indicate that CMMG did not meet the employment requirements under the terms of the agreement. However, the questions were raised regarding the contract not addressing the formula that is required for determining the average number of employees to meet the employment level. Dr. Gann advised that a sub-committee of IDA (Dr. Gann again was not a part of that) then met with a company to determine what that calculation should be. Dr. Gann stated that he does not know their findings. That will be reported at the next IDA meeting.

Dr. Gann stated that he believes that the City Council has already received copies of all the IDA minutes. Dr. Gann believes this statement in the IDA's minutes came about because the Council had received *DRAFT* minutes with inaccuracies that they wanted to correct.

Dr. Gann reported that it was an active month for Missouri Partnership Sources Attraction Activities regarding Project Gingerbread and Project Freddy. Dr. Gann has submitted the Nordyne Plant. Dr. Gann reported to the Missouri Partnership that there may be some residual workforce for the skills required in Project Gingerbread (bakery).

Dr. Gann reported that Project Aurora has chosen another state to locate.

Dr. Gann reported that Project Razor is a project that the owners of Nordyne, Big Industrial, are handling. This project was a referral from the Cooper County Commissioners. Dr. Gann has given Big Industrial another project that might be interested in the facility as well.

Mr. Hurt told Dr. Gann that in 2016, he voted against CMMG coming to Boonville. He voted against them because the IDA was disbursing the money to CMMG. Mr. Hurt feels that the situation is getting worse because now there is a sub-committee that is making the decisions. Dr. Gann stated that the sub-committee will report to the IDA their findings and the full IDA will make the decision. Mr. Hurt stated that he feels that this is getting further from the City Council and it is the Council's job to make the decisions. Mr. Hurt stated that he would like a report at the next Council meeting of their findings. Mr. Hurt expressed his concern about the private meetings that were held regarding CMMG. Mr. Hurt sometimes feels that he missed a meeting, and now this is confirmation that he did miss a meeting. He was unaware of the meeting that was held with CMMG.

CITY CLERK

No report was offered.

MISCELLANEOUS

Ms. Meadows wanted to comment on the CMMG situation. Ms. Meadows stated that she had enough comments and concerns raised from the community, that she felt it necessary and asked to attend the meeting with CMMG. Ms. Meadows stated that the meeting was very helpful and CMMG was straight forward with their responses to her many questions. Ms. Meadows stated that she has concerns with the transparency of what the IDA is doing. The City Council, in good faith, provided a forgivable loan making it possible for the IDA to bring CMMG to Boonville, in hopes of bringing new jobs to the community. Ms. Meadows stated that in 2017, CMMG had 56 full-time employees. By December 2017, those numbers decreased to 46 employees. Ms. Meadows stated that at the meeting with CMMG, she inquired of CMMG what they want done since they had not met the requirements for the loan. CMMG responded with the request of the following three items:

1. that the loan be forgiven;
2. to amend the required average team member counts from 55 to 51; and lastly
3. that shareholders and cooperate officers to be included in the count.

Ms. Meadows stated that this was not in the original agreement and now the Council does not know what the IDA is doing. Ms. Meadows stated that the point of concern is that this is public funds that the city handed over and the citizens of Boonville have the right to know. Ms. Meadows stated that there needs to be transparency from the IDA to the City Council and to the citizens of Boonville who are concerned about this.

Mr. Young stated that the IDA meetings are open to the public.

Mayor Thacher wanted to address Mr. Hurt's concerns where only certain people were invited to a meeting. Mayor Thacher stated that she would be upset about that as well. Mayor Thacher went on to explain how the events for the calling of the meeting with CMMG transpired. Mayor Thacher informed the Council that there were many incorrect emails that had been communicated, based on "street talk" that was defaming two people in our organization. Mayor Thacher stated that she received a call from Mr. Jeff Overstreet, one of the owners of CMMG, offering to visit with Mr. Tessendorf and her, to answer any questions that the Mayor or Mr. Tessendorf may have. Mayor Thacher responded that there were many unanswered questions and she felt that talking with him would help get the facts on what was going on.

On a side note, Mayor Thacher stated that the news of Black Rifle possibly coming to Boonville was a part of this discussion. Mayor Thacher stated that the IDA has nothing to do with the possibility of Black Rifle coming to Boonville. Black Rifle is CMMG's retail store. CMMG would like to close the Columbia store and move it to Boonville. Mayor Thacher reiterated that IDA has nothing to do with that. Black Rifle is simply a business wanting to move to Boonville. If all of the ordinance and zoning requirements are met, then they can open a store. Mayor Thacher listed some of the items that are sold at Black Rifle, including clothing. Mayor Thacher has learned that there are groups of people from St. Louis and Kansas City that specifically go to their store to shop.

Getting back to the phone conversation with Mr. Overstreet, Mayor Thacher informed Mr. Overstreet that there are some unanswered questions, but she felt that it would be helpful if staff members came to the meeting as well. Mayor Thacher stated that with the new mayor

coming into office, she felt it would be helpful for the future Mayor, Mr. Beach, to be at the meeting as well. Mr. Overstreet expressed that he would be happy to meet with everyone. Mayor Thacher stated that in the meantime, Ms. Meadows had called Mayor Thacher wanting to speak with her in reference to CMMG and Black Rifle. Ms. Meadows had several questions for Mayor Thacher. Mayor Thacher stated that she thought that she had the answers for Ms. Meadows, however with the meeting with Mr. Overstreet coming the very next morning, Mayor Thacher offered for Ms. Meadows to attend the meeting to get her questions answered. Mayor Thacher stated that there was not enough time to post the meeting. Mayor Thacher stated that Ms. Mayes made a ruling that it would be alright for Mr. Beach and Ms. Meadows to attend the meeting and it would not be a violation of sunshine law because there were no decisions being made in the meeting. Mayor Thacher stated that the reason for the meeting was only to get facts. Mayor Thacher stated that Ms. Meadows benefited greatly from the meeting, as everyone would have, had they been able to attend the meeting. Mayor Thacher stated that the timing was such that they could not have everyone at the meeting. Mayor Thacher stated to Mr. Hurt that she was the one that allowed Ms. Meadows to attend the meeting. Mayor Thacher stated that she wanted to include everyone on the meeting but she was constrained by not wanting to violate the sunshine laws. Mayor Thacher apologized to the rest of the Council if they felt that they were being left out of the meeting. Ms. Meadows offered to give all the Council members a handout that she received from CMMG answering questions that they may have (See **Attachment A** herein incorporated and attached to these minutes). Mr. Hurt questioned Mayor Thacher why the meeting couldn't have been scheduled for a later time. Mayor Thacher responded that it was a very intense weekend with the emails and there were many things involved. Mr. Hurt stated that he has common sense and that the killings have got to stop. Mr. Hurt stated that CMMG makes assault rifles. Mr. Hurt stated that the only time he has ever had an AR-15 in his hand is during basic training. Mr. Hurt expressed how much he would hate to have a tragedy happen because of one these assault rifles or having the police department go in with pistols, after someone who has an AR-15. Mr. Hurt stated that he would still not vote for it.

Ms. Mayes stated that she had a point of clarification on her advice with respect to the sunshine law. Ms. Mayes stated that her advice on the sunshine law was that it would not violate the sunshine law for Ms. Meadows to come to the meeting because it was not done with the purpose to violate the sunshine law. Ms. Mayes stated that those meetings are presumptively open and they should be open. Ms. Mayes stated that was her request; that if there was going to be a meeting involving members of this body, that it should be posted, it should be made known to the members of this body, and that would have been the preferred method of handling this particular meeting. Ms. Mayes stated that what was presented to her on the day of the meeting was that Ms. Meadows was going to come and would that create a problem with respect to the sunshine law. Ms. Mayes' advice at that point, and Ms. Meadows had read the pamphlet on the sunshine law and found a paragraph in the handbook directly speaking to her presence at the meeting, and at that point, Ms. Mayes felt that she and the people that would attend the meeting were on solid ground to proceed. However, Ms. Mayes' preference and recommendation was to post the meeting and to invite all Council members to come. Mayor Thacher stated that she did not hear that in Ms. Mayes explanation that day but that is fine. Mayor Thacher stated that she apologizes to the Council and that she learned her lesson. Mayor Thacher expressed to Mr. Hurt that she will try to get more lead time so that everyone may be able to attend the meeting.

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Beach seconded the motion to adjourn at 8:00 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Julie Thacher, Mayor

APPLICATION AND CERTIFICATION FOR PAYMENT

Produced by Document G702

Page 1 of 2 pages

To (Owner):
CITY OF BOONVILLE
401 MAIN STREET BOONVILLE, MO 65233
From (Contractor)
QUALITE SPORTS LIGHTING, LLC
215 W. MECHANIC ST HILLSDALE, MI 49242
Contract For: General Construction Services / Design Build

Project:
BOONVILLE CITY SOCCER COMPLEX AT
BOONVILLE HIGH SCHOOL
Via Architect:

Application No: 3
Period to: 02/12/18
Start date: 10/18/17
Architect:
Project No. QL 18832 D25 FINAL
Contract Date: 10/18/17

Distribution to:
Owner: CITY OF BOONVILLE
Architect:
Contractor: Qualite Sports Lighting

Contractor's Application for Payment

Change Order Summary			
C.O. Authorized	Date Approved	Description	Additions
Authorization 1	Date Approved		\$0.00
Authorization 2	Date Approved		\$0.00
Authorization 3	Date Approved		\$0.00
Authorization 4	Date Approved		\$0.00
Authorization 5	Date Approved		\$0.00
Authorization 6	Date Approved		\$0.00
Authorization 7	Date Approved		\$0.00
Authorization 8	Date Approved		\$0.00
Totals			\$0.00
Not change by Change Orders			Total Change Order amount ==>
			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and the belief he Work covered by this application for Payment has been complete in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous certificates for Payment were issued and payments received from the Owner, that current payment shown herein is now due.

Contractor: Qualite Sports Lighting, LLC
215 W. Mechanic St., Hillsdale, MI 49242

By: Georgia E. Clark Date: 03/09/18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

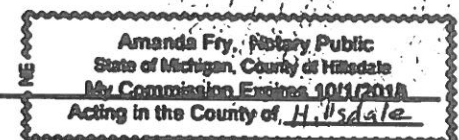
Application is made for Payment, as shown below, in connection with the Contract Continuation sheet AIA Document G703 is attached.

1. Original Contract Sum	\$908,990.00
2. Net Change by Change orders	\$0.00
3. Contract Sum to date	\$908,990.00
4. Total Complete & Stored to date	\$905,290.00
Column G on G703	
5. Retainage:	
a. 10 %	\$905,290.00 \$90,529.00
10 % of completed work (Column D&E on G703)	
b. 10 %	\$0.00 \$0.00
10 % Of Stored Material (Column F on G703)	
Total Retainage (line 5a + 5b or	
Total in Column I of G703)	
	\$90,529.00
6. Total Earned Less Retainage	\$814,761.00
(Line 4 less Line 5 total)	
7. Less Previous Certificates for	
Payments (from Prior Certificates)	\$877,900.00
8. Current Payment Due	\$41,761.00
9. Balance to Finish, Plus Retainage	\$189,329.00
(Line 3 less Line 6)	

State of MI County of Hillsdale

Subscribed and sworn to before me this 9 Day of March 2018

Notary Public: Amanta Fry
My Commission expires: 10-01-18



Amount Certified

(Attached explanation if amount is certified differs from the amount applied for.)

Architect:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

SCHEDULE OF VALUES SHEET

Document G703

PAGE 1 OF 1 PAGES

Document G702 APPLICATION AND CERTIFICATION FOR PAYMENT, containing,

Contractor's Signed, Certification is attached

PROJECT: Boonville City Soccer Complex

QL#: 18832

Contract Date: 10/18/2017

Est. Completion

APPLICATION NUMBER:

3

APPLICATION DATE:

February 12, 2018

PERIOD TO:

February 12, 2018

ARCHITECT'S PROJECT NO:

QL 18832 D25 FINAL

A	B	C	D	E	F	G	H	I	
Line No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK	COMPLETED	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F+)	PERCENT (G / C)	BALANCE TO FINISH (C-G)	Retainer amounts
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Lighting Equipment & Poles	\$623,000.00	\$623,000.00	\$0.00	\$0.00	\$623,000.00	100.00%	\$0.00	\$62,300.00
2	Poles and Lights Installed	\$282,290.00	\$150,000.00	\$132,290.00	\$0.00	\$282,290.00	100.00%	\$0.00	\$28,229.00
3	Light Metering & Close Out Docs	\$3,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,700.00	\$0.00
4		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20	Additional Items								
	Total Original Contract sum	\$908,990.00	\$773,000.00	\$132,290.00	\$0.00	\$905,290.00	99.59%	\$3,700.00	\$90,529.00
	Add-ons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
	Change order amount total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
	Grand Totals	\$908,990.00	\$773,000.00	\$132,290.00	\$0.00	\$905,290.00	99.59%	\$3,700.00	\$90,529.00

Current Payment request minus retainer amount			\$132,290.00	Minus Retainer =	\$41,761.00
---	--	--	--------------	------------------	-------------

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on March 19, 2018 the sum of **\$544,040.31**

General Fund	\$335,361.02
Sanitation	\$21,146.85
CIP Tax	\$8,913.79
Water Works	\$43,190.86
Capital Projects	\$6,118.15
Waste Water	\$56,351.02
Tourism	\$5,164.44
Gaming	\$14,483.25
Parks/Water	\$53,310.93

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 **\$544,040.31** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on March 19, 2018 read for the second time this 19th day of March, 2018 since a copy was made available prior to the meeting.

Approved March 19, 2018 _____
Mayor

Endorsed March 19, 2018: I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

BILL NO. 2018-008

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE BUDGET FOR THE PERIOD APRIL 1, 2017 THROUGH MARCH 31, 2018

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

SECTION 1: The Budget for the City of Boonville, for the year beginning April 1, 2017 and ending March 31, 2018, is hereby amended as set forth on Exhibit A attached hereto and made a part hereof.

SECTION 2: The various expense and revenue allowances unaffected by the budget amendment #1 shall remain in effect.

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

FIRST AND SECOND READING: March 19, 2018

READ FOR THE FIRST AND SECOND TIME AND PASSED THIS 19th DAY OF MARCH 2018, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READING.

APPROVED THIS 19th DAY OF MARCH, 2018

ATTEST:

Julie Thacher, Mayor

Teresa Studley, City Clerk

Budget Amendment
F.Y. 2017 – 2018

<u>FUND</u>		<u>ORIGINAL AMOUNT</u>	<u>CHANGE</u>	<u>AMENDED AMOUNT</u>
<u>General Fund (01)</u>				
Expenditures				
01-06-2550	Airport Cost of Gas	\$72,000	+\$ 45,000	\$117,000
01-20-5229	Soccer	\$0	+\$150,000	\$150,000
01-20-5208	Golf Course – Cart Shed etc.	\$0	+\$ 75,000	\$ 75,000
01-10-4010	Machine & Auto – Rescue Truck	\$0	+\$195,000	\$195,000
01-04-2470	Auto & Machine Mtn (sweeper)	\$45,000	+\$ 30,000	\$ 75,000
<u>Water Fund (06)</u>				
06-07-3060	Prof Services – design water line & plant projects	\$0	+\$ 95,000	\$ 95,000
<u>Wastewater Fund (08)</u>				
08-08-4100	Collection Syst. Improvements I/I Basin	\$0	+\$500,000	\$500,000
<u>Tourism Fund (16)</u>				
16-01-2420	Special Events – Eclipse	\$24,500	+\$ 12,000	\$ 36,500
<u>Parks/Storm Sales Tax Fund (20)</u>				
20-01-3071	Soccer Phase I	\$1,500,000	+\$ 200,000	\$1,700,000
20-01-3072	Soccer Phase II	\$0	+\$2,300,000	\$2,300,000

(Any Funds Evidencing Expense vs. Revenue Deficits are covered by unencumbered cash carried forward or debt proceeds.)

Assumes Ladder Truck Delivery is after 03/31/2018.

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING EXECUTION OF A STP-URBAN PROGRAM SUPPLEMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION; PROVIDING AN EFFECTIVE DATE THEREFOR AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS, the City of Boonville is annually allocated funds at the state level for eligible projects; and

WHEREAS, this funding is normally utilized for periodic projects as the funding amounts may support; and

WHEREAS, the City of Boonville has reduced the scope of the project of the previously approved program agreement to allow for budget constraints.

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

SECTION 1: That the City of Boonville, Missouri shall accept and execute the STP-Urban Program Supplemental Agreement with the Missouri Highways and Transportation Commission for certain street improvements designated Federal Project No. STP-1300(509).

SECTION 2: That the City Council of the City of Boonville, Missouri does hereby ratify and adopt all statements, representations, conditions and covenants contained in the STP-Urban Program Supplemental Agreement.

SECTION 3: That the City Administrator is hereby authorized to execute said Agreement on behalf of the City of Boonville, Missouri, and the City Clerk is hereby authorized and directed to impress thereon the official seal of the City, and to attest said execution.

SECTION 4: This ordinance shall take effect and be in force following approval by the City Council.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: March 19, 2018

READ FOR THE SECOND TIME AND PASSED ON THIS 19th DAY OF MARCH 2018, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

Julie Thacher, Mayor

APPROVED THIS 19th DAY OF MARCH 2018

ATTEST:

Teresa Studley, City Clerk

CCO Form: FS27
Approved: 05/02 (BDG)
Revised: 03/17 (MWH)
Modified: 03/18

Cooper County
City of Boonville
Project 1300509

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP- 1300509
Award Year: 2018
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM
SUPPLEMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS, on December 4th, 2017 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as STP 1300(509), for the construction of Mill and asphalt over lay from High Street to Ashley Road, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement.

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

(1) REVISION: Paragraph 1 and 2 of the Original Agreement is hereby removed and replaced with the following:

PURPOSE: The purpose of the Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement is designated as Project STP 1300(509) involves: Mill and asphalt overlay Main Street, Locust Street to Ashley Road. The city shall be responsible for all aspects of the construction of the improvement

LOCATION: The contemplated improvement designated as Project STP 1300(509) by the Commission is within the city limits of Boonville, Missouri. The general location of the improvement is show on an attachment hereto marked

“Exhibit A” and incorporated herin by reference. More specific descriptions are as follows:

Main Street from Locust Street to Ashley Road.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

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

Executed by the City this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BOONVILLE

Title: _____

By _____
Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title: _____

Approved as to Form:

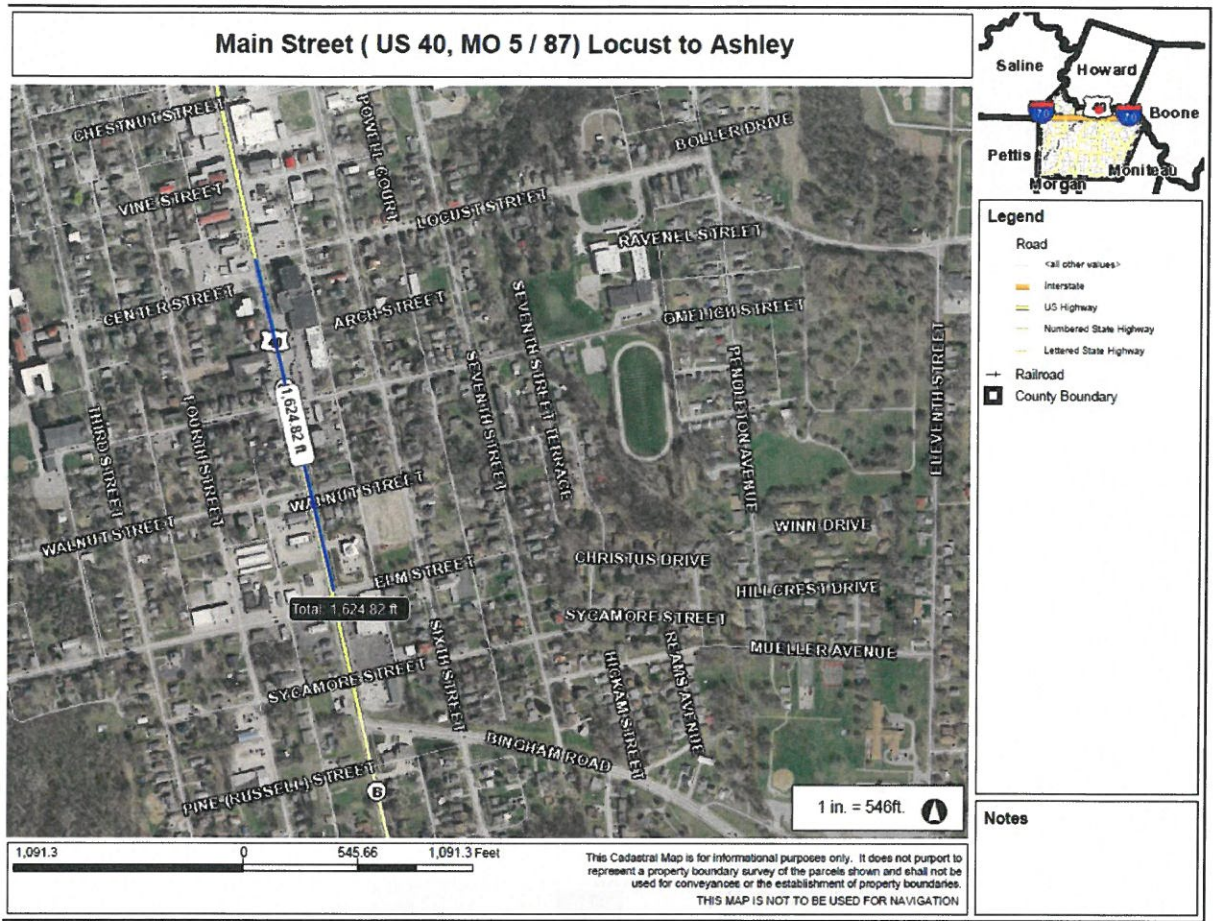
Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

Exhibit A



RESOLUTION NO. R2018-03

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, ACCEPTING THE BIDS AND AUTHORIZING AND APPROVING EXECUTION OF CONTRACTS BY AND BETWEEN THE CITY OF BOONVILLE AND ROBERT TREUNER FOR MASONRY AND AIRE SERV OF CENTRAL MISSOURI FOR HVAC IN THE CONSTRUCTION OF THE BOONVILLE ANIMAL SHELTER

WHEREAS, the City of Boonville has solicited and received bids for performance of masonry work and HVAC work involved in the construction of the new Boonville animal shelter and determined that Robert A. Treuner Masonry Co. Inc. and Nick Rackers Heating & Cooling d/b/a Aire Serv of Central Missouri have offered the best bids for their respective specialties 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 bids submitted by Robert Treuner Masonry and Aire Serv of Central Missouri to the City of Boonville, Missouri for the package of goods and services necessary and appropriate for the animal shelter project are the lowest and best and hereby accepted.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute and attest the contracts for masonry and HVAC for the animal shelter project on behalf of the City of Boonville, which contracts are attached hereto as exhibits A and B, respectively, and incorporated in this Resolution as if fully set forth herein.

SECTION 3: This Resolution and the authority granted by the City Council herein shall take effect from and after its passage and approval.

Passed this 19th day of March, 2018, by the City Council of Boonville, Missouri

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk



AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the Fifth day of March in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Boonville
401 Main Street
Boonville, Missouri 65233
Telephone Number: 660-882-2332

and the Contractor:
(Name, legal status, address and other information)

Robert A. Treuner Masonry Co., Inc.
29220 McCormick
Sedalia, Missouri 65301
Telephone Number: 660-827-1474

for the following Project:
(Name, location and detailed description)

Boonville Animal Shelter
City of Boonville
Boonville, Missouri

The Architect:
(Name, legal status, address and other information)

Septagon Construction
113 East Third Street
Sedalia, Missouri 65301

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated January 4, 2018 and January 11, 2018, and enumerated as follows:

Drawings:

Number	Title	Date
SP1.1	Cover Page	January 4, 2018
A1.1	Floor Plan	January 4, 2018
A1.2	Room Dimension Plan	January 4, 2018
A2.1	Exterior Elevation	January 4, 2018
A3.1	Building Cross Section	January 4, 2018
A3.2	Building Cross Section	January 4, 2018
A9.1	Door & Room Finish Schedules	January 4, 2018
A10.0	General Requirements	January 4, 2018
S1.0	Concrete Requirements	January 4, 2018
S1.1	Foundation Plan	January 4, 2018
S2.1	Foundation Sections	January 4, 2018
MEP1	MEP Cover Sheet	January 11, 2018
M100	HVAC Plan	January 11, 2018
MD100	HVAC Schedules	January 11, 2018
MD101	HVAC Details	January 11, 2018
EP100	Power Plan	January 11, 2018
EL100	Lighting Plan	January 11, 2018
ED100	Power & Lighting Details & Schedules	January 11, 2018
PS100	Sanitary & Venting Plan	January 11, 2018
PW100	Water & Gas Piping Plan	January 11, 2018
PD100	Plumbing Details & Schedules	January 11, 2018

Specifications:

Section	Title	Date
See Exhibit "A" attached.		January 16, 2018

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
N/A		

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

(Insert the date of commencement, if it differs from the date of this Agreement.)

Contractor shall complete work in accordance with schedule that is mutually agreed upon between Owner and Contractor.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Thirty-Eight Thousand, Eight Hundred Seventy Dollars and Zero Cents (\$ 38,870.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
Base Bid received, including bond	\$38,870.00

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Payments are to be for work completed, less retainage of five percent (5%). At Substantial Completion, the retainage may be reduced to no more than two percent (2%) of the current contract amount.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
Performance Bond and Labor & Material Payment Bonds equal to 100% of the contract amount will be provided. Insurance is as per Supplementary Conditions.	

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:38:07 on 02/22/2018 under Order No. 7965564445 which expires on 04/10/2018, and is not for resale.

User Notes:

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. Provide all materials, labor, and equipment to perform all work described in Work Package- Masonry.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed. This project is tax exempt. Contractor will be furnished a copy of the Owner's Tax Exemption Letter and a Project Exemption Certificate with the Contract.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and

shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and

decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:38:07 on 02/22/2018 under Order No. 7965564445 which expires on 04/10/2018, and is not for resale.

User Notes:

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

17.1 The Contractor shall follow all Immigration Laws, OSHA training, and Drug/Alcohol testing as described in the Project Manual dated January 16, 2018. The Contractor shall pay no less than the prevailing hourly wage to all

workmen employed by this Contractor or any Subcontractor performing work under this Contract. Contractor shall submit certified payrolls with each payment application for all workmen directly employed by this Contractor and any Subcontractor performing work under this Contract.

17.2 The Owner's Representative:

Steve Hage, Building Official, 660-882-5124, bldginspector@boonville-mo.org

Irl Tessendorf, City Administrator, 660-882-2332, itess@boonville-mo.org

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

City of Boonville, Missouri

(Printed name, title and address)

CONTRACTOR *(Signature)*

Robert A. Treuner Masonry Co., Inc.

(Printed name, title and address)



AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the Fifth day of March in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Boonville
401 Main Street
Boonville, Missouri 65233
Telephone Number: 660-882-2332

and the Contractor:
(Name, legal status, address and other information)

Nick Rackers Heating & Cooling, Inc. dba Aire Serv of Central Missouri
2521 East McCarty Street
Jefferson City, Missouri 65101
Telephone Number: 573-636-4490

for the following Project:
(Name, location and detailed description)

Boonville Animal Shelter
City of Boonville
Boonville, Missouri

The Architect:
(Name, legal status, address and other information)

Septagon Construction
113 East Third Street
Sedalia, Missouri 65301

The Engineer:

Timberlake Engineering
1100 East Walnut
Columbia, Missouri 65201

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated January 4, 2018 and January 11, 2018, and enumerated as follows:

Drawings:

Number	Title	Date
SP1.1	Cover Page	January 4, 2018
A1.1	Floor Plan	January 4, 2018
A1.2	Room Dimension Plan	January 4, 2018
A2.1	Exterior Elevation	January 4, 2018
A3.1	Building Cross Section	January 4, 2018
A3.2	Building Cross Section	January 4, 2018
A9.1	Door & Room Finish Schedules	January 4, 2018
A10.0	General Requirements	January 4, 2018
S1.0	Concrete Requirements	January 4, 2018
S1.1	Foundation Plan	January 4, 2018
S2.1	Foundation Sections	January 4, 2018
MEP1	MEP Cover Sheet	January 11, 2018
M100	HVAC Plan	January 11, 2018
MD100	HVAC Schedules	January 11, 2018
MD101	HVAC Details	January 11, 2018
EP100	Power Plan	January 11, 2018
EL100	Lighting Plan	January 11, 2018
ED100	Power & Lighting Details & Schedules	January 11, 2018
PS100	Sanitary & Venting Plan	January 11, 2018
PW100	Water & Gas Piping Plan	January 11, 2018
PD100	Plumbing Details & Schedules	January 11, 2018

Specifications:

Section	Title	Date
See Exhibit "A" attached.		January 16, 2018

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
N/A		

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

Contractor shall complete work in accordance with schedule that is mutually agreed upon between Owner and Contractor.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Thirty-Four Thousand, Three Hundred Thirty Dollars and Zero Cents (\$ 34,330.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:28:36 on 02/22/2018 under Order No. 7965564445 which expires on 04/10/2018, and is not for resale.
User Notes:

Portion of Work	Value
Base Bid received, including bond	\$34,330.00

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Payments are to be for work completed, less retainage of five percent (5%). At Substantial Completion, the retainage may be reduced to no more than two percent (2%) of the current contract amount.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
Performance Bond and Labor & Material Payment Bonds equal to 100% of the contract amount will be provided. Insurance is as per Supplementary Conditions.	

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. Provide all materials, labor, and equipment to perform all work described in Work Package- HVAC.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed. This project is tax exempt. Contractor will be furnished a copy of the Owner's Tax Exemption Letter and a Project Exemption Certificate with the Contract.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:28:36 on 02/22/2018 under Order No. 7965564445 which expires on 04/10/2018, and is not for resale.

User Notes:

shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and

decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:28:36 on 02/22/2018 under Order No. 7965564445 which expires on 04/10/2018, and is not for resale.

User Notes:

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

17.1 The Contractor shall follow all Immigration Laws, OSHA training, and Drug/Alcohol testing as described in the Project Manual dated January 16, 2018. The Contractor shall pay no less than the prevailing hourly wage to all

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:28:36 on 02/22/2018 under Order No. 7965564445 which expires on 04/10/2018, and is not for resale.

User Notes:

workmen employed by this Contractor or any Subcontractor performing work under this Contract. Contractor shall submit certified payrolls with each payment application for all workmen directly employed by this Contractor and any Subcontractor performing work under this Contract.

17.2 The Owner's Representative:

Steve Hage, Building Official, 660-882-5124, bldginspector@boonville-mo.org

Irl Tessendorf, City Administrator, 660-882-2332, itess@boonville-mo.org

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

City of Boonville, Missouri

(Printed name, title and address)

CONTRACTOR (Signature)

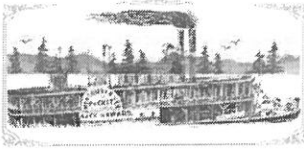
**Nick Rackers Heating & Cooling, Inc. dba Aire
Serv of Central Missouri**

(Printed name, title and address)

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:28:36 on 02/22/2018 under Order No. 7965564445 which expires on 04/10/2018, and is not for resale.

User Notes:



HOUSING AUTHORITY of the City of Boonville

506 Powell Ct.
Boonville, MO 65233-1521

Office: 660-882-7332
Fax: 660-882-6811



MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON MARCH 7, 2018

On the 7th of March 2018 at 12:00 P.M. the Housing Authority Commissioners
met at Boonville, MO 65233.

1. Roll Call: A roll call of the following members were present;

Chair, John Linville Vice Chair, Marilyn Adkins Commissioner, Charles Green
Commissioner, Albert Turner Secretary, Robert Rorah Guest: Scott Purvis, Stacey Pagliaro
Absent: Morris Carter and Laura Holman

There being a quorum present Chairperson, John Linville called the meeting to order and asked if there is any pertinent information to discuss before the agenda matters are placed on the table:

2. Meeting Minutes: Consideration was given, and discussion held on minutes of the February 14, 2018 Regular Board Meeting. Charles Green reported in Item 3 of the minutes has a date of Dec. 31, 2018 that should be Dec. 31, 2017. John Linville made motion to approve the minutes with the correct date. The motion was seconded by Albert Turner. The motion passed.

3. Bills and Communications: The UMB Bank Balance for March 7, 2018 was \$31,856.56. Consideration was given, and discussion held on Bills Paid in February 2018. The Bank Reconciliation Statement from January 31, 2018 along with the corresponding Operating Budget Trial Balance will be discussed at the next regular board meeting on April 11, 2018.

4. Report of the Secretary: PIC Report for February 28, 2018 was at 100%. The Project Performance Reports for February 28, 2018 were also distributed and discussed, Tenant Occupancy was at 98%.

5. Unfinished Business: Discussion was held, and consideration was given on the following; a. The Operating Reserve Litigation and b. Payment in Lieu of Taxes (PILOT). There is no new information to report on either item currently. Bathroom floor contract is awaiting final bids.

6. New Business: Resident and Public Hearings for the Boonville Housing Authority 2018 Plan will be held March 29, 2018 here at the Housing Authority Business Office. Notices have been published in the Boonville Daily News and distributed to BHA residents.

7. Miscellaneous: Albert Turner recommended adjusting the tenant rent collection rate percentages in the Project Performance Reports. Mr. Rorah reported the next regular board meeting will be held on April 11, 2018.

8. Adjournment John Linville made motion to adjourn the meeting, Marilyn Adkins second. Meeting adjourned.

CHAIRPERSON: _____ Date _____

SECRETARY: _____ Date _____

Tourism Commission Minutes

February 13, 2018

Visitor Center, 100 E. Spring St.

Members Present: Deb Jewett, Julie Pasley, Gin O'Keefe, Paul Keller, Morris Carter (Council Rep), and Leah Jonker

Absent Members: Kate Fjell

Staff: Katie Gibson and Jade Danner

I. Call to Order

- a. Meeting started promptly at 12:05

II. Public Comments

- a. None

III. New Business

- a. Minutes from the January meeting were approved
 - 1st Gin 2nd Deb
- b. January 2018 Financial Reports
 - Report was approved.
 - 1st Leah 2nd Julie
- c. Grant Progress / Blackwater Brochure
 - Katie spoke to the grant allocations of the previous meeting.
 - Katie and Jade presented the revised 2018 Blackwater Visitor Guide for approval.
 - The Visitor Guide was approved.
 - 1st Gin 2nd Julie
- d. Advertising
 - Katie spoke about a new billboard that became available.
 - The billboard is located 1 mile before Exit 111
 - Katie stated the Billboard would cost \$3,600 annually.
 - Katie explained the impact the billboard could have.
 - 1st Deb 2nd Julie
- e. Kemper Kiosk – Echo Company
 - Katie told the group about the new Kiosk the Echo Company were putting into the museum. The Kiosk will be interactive and loaded with information on the Colleges History.
 - Katie explained that the Echo Company will be paying for the development and installation of the new Kiosk. They are planning on installing it this summer.
- f. Collection Expansion / Collection Ideas

- Katie and Jade asked the commission members for ideas on getting people in town to donate/loan items to the museum.
- Jade told the group things she had done to advertise such as: Making posters that hang in the Senior Center, City Hall, the Courthouse, C & R, ect. Going on the radio, holding events, and more.
- Jade suggested holding a kind of antique roadshow at the museum where people in the community could bring in their items and have them looked at and discussed by Boonville Historians like Dr. McVicker, Wayne Lammers, and Mr. Jewitt. This would get people with items in our door. Jade noted that if they were already here it would be easier to persuade them loan or donate the item.
- No decision was made.

IV. Old Business

- a. None

V. Adjourn

- a. Meeting adjourned at 12:50 p.m.

Dr. Jim Gann

Director of Economic Development

City of Boonville, Missouri

401 Main Street

Boonville, MO 65233

660/882-4001-www.boonvillemo.org



A collaboration between the City of Boonville, County of Cooper and the University of Missouri

Economic Development Report

March 15, 2018

1. Follow up Items

- a. Heartland Pet Products – Had site visit on bakery – Joplin news (**Handout**)
- b. Spec Building

2. Missouri Partnership-Sourced Attraction Activities

- a. **NEW – Site Inquiry** – Former Paint Mfg. Company (**Handout**)
 - i. No Response
- b. **NEW – Project Superior** – Greenfield Site (**Handout**)
 - i. No Response – No site meeting the “musts”
- c. **Project Gingerbread** – Bakery (Nordyne Plant)
 - i. 2/23 MoPar – 2 buildings and 9 sites from 10 communities.
- d. **Project Freddy** – Boiler Mfg. (Nordyne Plant)
 - i. No activity
- e. **Project Coil** – Steel Processing (Nordyne Plant)
 - i. No activity
- f. **Project Wildcat** - Ag Equipment Mfg. (Spec Building)
 - i. No activity
- g. **Project Black Walnut** – Food Manufacturing (Spec Building)
 - i. No activity
- ~~h. **Project Aurora** – Clean Room Manufacturing (Nordyne Plant)~~
 - ~~i. No activity (**Handout**)~~
- i. **Project 20** – Agricultural Manufacturing (Nordyne Plant)
 - i. No activity
- j. **Project Tito** - Manufacturing (Nordyne Plant)
 - i. No activity

3. Locally-Sourced Attraction Activities

- a. **NEW – Project Cereal – Light Manufacturing (Nordyne Plant)**
 - i. Referral from local resident, Contact led by Big Industrial
- b. **NEW - Site Inquiry – Data Center Project (Greenfield)**
 - i. No sufficient electrical service – Equal to 1,000 homes
- c. **Project Razor (Heavy Mfg.)**
 - i. Site visit scheduled this month
- d. **Project Switch II (Battery Mfg.)**
 - i. DFI project – Greenfield Site
 - ii. Requesting MOPAR assistance – Have had difficulty scheduling call
- e. **Project Bluebird** – Aerospace Mfg. (Nordyne)
 - i. No Activity
- f. **Project Switch** (Biomaterials Processing)
 - i. No Activity
- g. **Project Sword** (Greenfield Major Tourism)
 - i. No Activity

- h. **Project Pen** (Green Field) – Materials Processing
 - i. No activity

4. **Expansion/Retention Activities**

- a. No Activity

5. **Economic Gardening Activities**

- a. Revision of RLF Application

6. **Community Engagement Initiatives**

- a. No Activity

7. **Workforce Development**

- a. No Activity

8. **Kemper Campus**

- a. No Activity

9. **Other Matters**

- a. None

10. **Upcoming Activities**

Public Works Monthly Report
February 2018

WWTP:

Total flow processed - 30,090,000 gallons

Average daily flow - 1,075,000 gallons

Sludge disposed - 103.55 tons

Remarks:

WTP:

Gallons pumped from river - 27,909,000 gallons

Gallons pumped to customer - 30,379,000 gallons

Remarks:

Water Distribution / Sewer Collection:

Installed or renewed water service - 2

Remarks - Repaired leak water leak at service connection for 1314 6th Street; repaired meters at Dog Park on Water Street and 407 E. Walnut Street; replaced curb stop lid on NE corner of Spring and Main Streets; changed shut-off valve at 1243 Maple Street; topped-off street cut after property owner replaced sewer service line at 519 Thoma Street; raised manhole F4-9 on 11th Street; jetted transfer station pit drain lines; jetted sewer lines for Prairie Home; routine sewer line jetting and TV inspection.

Street Department:

Continued various tasks at soccer fields; continued clearing brush in preparation of construction of next phase of Hwy 87 sewer line extension project; completed stormwater drainage improvement project at 1st and Spring Streets; replaced failing RR tie retaining wall at museum parking lot; patched pot holes and repaired street cuts; worked winter precipitation events.

Central Garage:

Vehicles serviced and inspected - 9

Vehicle and equipment repairs - 16

Remarks: supervised street crew in absence of street foreman. Supervised street cut and pot hole repair.

Weather (recorded at City Services Bldg.):

Average Temperature - 35.3° F

High Temperature - 71.4° F, February 27

Low Temperature - 3.2° F, February 5

Total Rain - 2.07"

Maximum Rain - .73", February 20

Project Status:

1. WWTP Flow Equalization Basin. Contractor; Lehman Construction. Contractor on site
- 2.



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

February 2018

Submitted by Alliance Water Resources, Inc.

March 19, 2018

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

February 2018

Administrative

- None

Treatment

- Normal operations and maintenance were performed this month.
- Glenn's crew was here to cut saplings out of the unused basin.
- Wiper fault on reactor #1. Ray Lindsey Company will be here March 26th to repair.
- Bypassed flow to use reactor #2 while #1 is waiting to be repaired.
- Installed a new line on the ammonia pump.
- Installed a cover on the ammonia room vent intake.
- Empty basin is holding water.

Project Updates

- None

Safety

- Had an employee fall on the ice.
- Safety meeting topics were Bloodborne Pathogens and Driver safety.
- Installed a new cabinet to store chemical transfer PPE.

Regulatory

- Ten Microbiological samples were taken in the distribution system. All samples tested were absent of Total Coliform and E-Coli. Report sent to DNR. (see attached)

Concerns for the Month

- Cost of the chlorine project.
- Icy conditions.
- Pre-sed clarifier.

Positives for the Month

- The process of bypassing Reactor #1 went smoothly.

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

PHOTOS

Basin





MO 780-2208 (08-13)



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM – PUBLIC DRINKING WATER BRANCH
**DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER
SYSTEMS < 10,000 POPULATION**

PWS NAME City of Boonville		PWS ID MO 3010089	MONTH February
ADDRESS 901 Riviera Drive		TELEPHONE NUMBER WITH AREA CODE (660) 882-4021	YEAR 2018
CITY Boonville	ZIP CODE 65233	COUNTY Cooper	PLANT Main

SEE INSTRUCTIONS

DISTRIBUTION DISINFECTION

1. Number of samples analyzed, A: 10
2. Number of samples below 0.2 mg/L, B: 0
3. Avg. disinfectant residual for the month 2.18 mg/l

TURBIDITY

1. Total number measurements taken monthly, A: 175
2. Number of measurements below 0.3 NTU, B: 175

[(A-B)/A] x 100 = C: 100 % meeting minimum disinfection required. [(B/A) x 100 = C: 100 % meeting turbidity requirements.

Date	Hours of operation	Finished water temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L)	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl ₂ or 1 mg/L chloramines	Value of turbidity measurements that exceed	
			☐ Free Chlorine ☒ Chloramines			1NTU	5 NTU
1	6.25	6	2.05	.03	X	X	X
2	6.5	5	2.12	.07	X	X	X
3	4.5	9	2.15	.06	X	X	X
4	6.5	6	1.54	.08	X	X	X
5	5.5	6	1.49	.06	X	X	X
6	4.25	5	1.38	.05	X	X	X
7	7.0	5	2.28	.05	X	X	X
8	4.75	5	2.11	.05	X	X	X
9	5.75	5	1.99	.04	X	X	X
10	5.25	5	1.85	.04	X	X	X
11	4.75	4	1.75	.04	X	X	X
12	5.5	4	1.84	.04	X	X	X
13	5.25	4	1.97	.04	X	X	X
14	6.0	5	1.83	.04	X	X	X
15	6.25	5	1.71	.05	X	X	X
16	5.75	5	1.71	.06	X	X	X
17	4.5	6	1.88	.05	X	X	X
18	4.75	8	1.60	.05	X	X	X
19	5.75	8	1.35	.05	X	X	X
20	6.0	6	1.85	.05	X	X	X
21	4.75	6	1.72	.05	X	X	X
22	5.25	8	2.12	.04	X	X	X
23	5.25	7	1.94	.04	X	X	X
24	4.5	8	1.54	.05	X	X	X
25	5.75	7	1.16	.07	X	X	X
26	4.25	7	1.18	.10	X	X	X
27	6.0	7	1.07	.08	X	X	X
28	5.0	7	1.20	.09	X	X	X
29	X	X	X	X	X	X	X
30	X	X	X	X	X	X	X
31	X	X	X	X	X	X	X

NAME OF PERSON PREPARING REPORT Todd W. Baslee	SIGNATURE OF RESPONSIBLE OFFICIAL 	DATE 3/10/2018
---	---------------------------------------	-------------------

MO 780-1004 (07-13)

INSTRUCTIONS: DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER SYSTEMS <10,000 POPULATION

Please fill out information completely and legibly.

Distribution Disinfection

1. On line 1, enter the total number of samples from the distribution system analyzed for residual disinfectant concentration (total chlorine or combined chlorine) during the month. The residual disinfectant concentration measurements must be taken at the same time and location as your routine monthly coliform samples. This is the value for A.
2. On line 2, enter the number of samples for the distribution systems that had less than 0.2 mg/L residual disinfectant concentration. This is the value for B.
3. Subtract B, from A. (A-B). Divide that number by A. Then multiply by 100. This will give you the value for C. For example: if A= 20 and B= 3, then $C = [(20-3)/20] \times 100 = 85\%$
4. On line 3, enter the arithmetic average for all residual disinfectant samples taken during the month.

Turbidity:

- 1 On line 1, enter the total number of combined filter turbidity measurements taken during the month. This is the value for A.
- 2 On line 2, enter the number of combined filter turbidity measurements taken during the month, which are less than or equal to 0.3 NTU. This is the value for B.
- 3 Divide B, by A. (B/A). Then multiply that number by 100. This will give you the value for C. For example: if A = 120 and B = 117, then $C = (117/120) \times 100 = 97.5\%$

Hours of operation:

For each day, record the number of hours each water treatment plant was in operation.

Finished Water Temperature

For each day, record the temperature of water entering the distribution.

Lowest Residual Disinfectant at Entrance to Distribution System:

For each day, record the lowest measurement of residual disinfectant concentration (mg/L) in water entering the distribution system (free available chlorine or chloramines).

Duration Residual Disinfectant Fell Below Requirement:

For each day, record the duration (hours, tenths) of each period (if any) when the residual disinfectant concentration in water entering the distribution system fell below 0.5 mg/L free chlorine or 1 mg/L chloramines. Note: should this occur the public water system must notify the department as soon as possible, but no later than by the end of the next business day.

The Highest Turbidity Reading for the Day:

For each day, record the highest turbidity reading on the combined plant effluent during the plants operational period.

Value of Turbidity Measurements that exceed 1 NTU and 5 NTU:

For each day, record the value of any turbidity measurements taken during the month, which exceed 1 NTU and 5 NTU. Note: should this occur the public water system must notify the department as soon as possible, but no later than the end of the next business day.

INDIVIDUAL FILTER MONITORING AND REPORTING

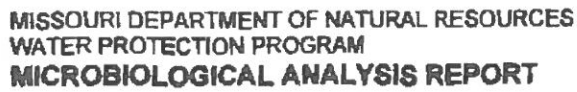
- 1 Was each filter continuously monitored for turbidity and results recorded every 15 minutes? Yes _____
- 2 Was there a failure of the continuous turbidity monitoring equipment? No _____
If yes on 2, was the equipment repaired within 5 working days or 14 days with department approval? N/A _____
If yes on 2, was grab sampling done every four hours until failure corrected? N/A _____
- 3 Was any individual filter turbidity level >1.0 NTU in two consecutive measurements taken 15 minutes apart? No _____
If yes, perform follow-up actions step 1.
- 4 Was any individual filter level for three months in a row > 1.0 NTU in two consecutive recordings taken 15 minutes apart? No _____
If YES, perform follow-up actions step 2
- 5 Was any individual filter turbidity level > 2.0 NTU in two consecutive recordings taken 15 minutes apart for two consecutive months? No _____
If YES, perform follow-up actions step 3

FOLLOW-UP ACTIONS to PERFORM

1. Report filter numbers, turbidity measurements that exceed 1 NTU and dates the exceedances occurred and causes if known.
2. Conduct a self-assessment of the filters within 14 days of the triggering event. The system must report the date self-assessment was triggered and the date it was completed.
3. The system must arrange to have a comprehensive performance evaluation performed not later than 80 days following the triggering event. The evaluation must be completed and submitted to the department within 120 days following the triggering event.

The Missouri Department of Natural Resources-Public Drinking Water Branch recommends contacting your local regional office if any individual filter exceeds 1.0 NTU, the lowest trigger in the individual filter standards.

MO 780-1004 (07-13)



MO 780-0438 (DG-13)

Return completed form to Department of Natural Resources, Public Drinking Water Branch, P.O. Box 176, Jefferson City, MO 65102-0176

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL QUALITY
NPDES MONITORING REPORT

OWNER: CITY OF BOONVILLE
PERMIT NO.: MO - 0004081
FACILITY NAME: WATER TREATMENT PLANT
COUNTY: COOPER
REPORT COVERING PERIOD:

	Oct-17	Nov-17	Dec-17	AVERAGE
Water Returned to River (MG)	0.471	0.82	0.357	0.54933333
Alum (tons)	0	0	0	0
Lime (tons)	0	0	0	0
Polymer (tons)	11.72	7.62	7.04	8.79333333
Average Increase in Suspended Solids in MO River:	0.00188713	0.00177204	0.00184982	0.00183633

Chief Plant Operator: _____



2/26/2018



Missouri Gaming Commission

State/Local Allocation of Gaming Revenues

For the Period 2/1/2018 through 2/28/2018

Year beginning: 1/1/2018

RPT MGC/3



RECEIVED
3/13/18

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								
02/01/2018	Thursday	\$7,586.00	\$42,322.35	\$49,908.35	\$3,793.00	\$38,090.12	\$4,232.23	\$8,025.23
02/02/2018	Friday	\$13,270.00	\$64,146.74	\$77,416.74	\$6,635.00	\$57,732.07	\$6,414.67	\$13,049.67
02/03/2018	Saturday	\$16,174.00	\$82,655.18	\$98,829.18	\$8,087.00	\$74,389.66	\$8,265.52	\$16,352.52
02/04/2018	Sunday	\$7,544.00	\$35,041.73	\$42,585.73	\$3,772.00	\$31,537.56	\$3,504.17	\$7,276.17
02/05/2018	Monday	\$3,654.00	\$13,508.43	\$17,162.43	\$1,827.00	\$12,157.59	\$1,350.84	\$3,177.84
02/06/2018	Tuesday	\$3,806.00	\$20,603.00	\$24,409.00	\$1,903.00	\$18,542.70	\$2,060.30	\$3,963.30
02/07/2018	Wednesday	\$7,410.00	\$53,973.55	\$61,383.55	\$3,705.00	\$48,576.20	\$5,397.35	\$9,102.35
02/08/2018	Thursday	\$7,862.00	\$38,937.00	\$46,799.00	\$3,931.00	\$35,043.30	\$3,893.70	\$7,824.70
02/09/2018	Friday	\$10,960.00	\$49,483.62	\$60,443.62	\$5,480.00	\$44,535.26	\$4,948.36	\$10,428.36
02/10/2018	Saturday	\$6,816.00	\$42,059.04	\$48,875.04	\$3,408.00	\$37,853.14	\$4,205.90	\$7,613.90
02/11/2018	Sunday	\$5,748.00	\$35,556.55	\$41,304.55	\$2,874.00	\$32,000.90	\$3,555.65	\$6,429.65
02/12/2018	Monday	\$5,370.00	\$22,323.18	\$27,693.18	\$2,685.00	\$20,090.86	\$2,232.32	\$4,917.32
02/13/2018	Tuesday	\$7,644.00	\$33,511.47	\$41,155.47	\$3,822.00	\$30,160.32	\$3,351.15	\$7,173.15
02/14/2018	Wednesday	\$10,394.00	\$43,720.37	\$54,114.37	\$5,197.00	\$39,348.33	\$4,372.04	\$9,569.04
02/15/2018	Thursday	\$7,668.00	\$43,776.25	\$51,444.25	\$3,834.00	\$39,398.63	\$4,377.62	\$8,211.62
02/16/2018	Friday	\$12,432.00	\$68,390.32	\$80,822.32	\$6,216.00	\$61,551.29	\$6,839.03	\$13,055.03
02/17/2018	Saturday	\$16,478.00	\$72,208.17	\$88,686.17	\$8,239.00	\$64,987.35	\$7,220.82	\$15,459.82
02/18/2018	Sunday	\$12,994.00	\$66,184.94	\$79,178.94	\$6,497.00	\$59,566.45	\$6,618.49	\$13,115.49
02/19/2018	Monday	\$8,426.00	\$46,215.63	\$54,641.63	\$4,213.00	\$41,594.07	\$4,621.56	\$8,834.56
02/20/2018	Tuesday	\$4,998.00	\$26,503.80	\$31,501.80	\$2,499.00	\$23,853.42	\$2,650.38	\$5,149.38
02/21/2018	Wednesday	\$6,052.00	\$30,453.45	\$36,505.45	\$3,026.00	\$27,408.11	\$3,045.34	\$6,071.34
02/22/2018	Thursday	\$8,028.00	\$41,721.45	\$49,749.45	\$4,014.00	\$37,549.31	\$4,172.14	\$8,186.14
02/23/2018	Friday	\$15,254.00	\$88,080.56	\$103,334.56	\$7,627.00	\$79,272.50	\$8,808.06	\$16,435.06
02/24/2018	Saturday	\$18,150.00	\$109,728.18	\$127,878.18	\$9,075.00	\$98,755.36	\$10,972.82	\$20,047.82
02/25/2018	Sunday	\$12,632.00	\$71,974.24	\$84,606.24	\$6,316.00	\$64,776.82	\$7,197.42	\$13,513.42
02/26/2018	Monday	\$5,548.00	\$28,682.93	\$34,230.93	\$2,774.00	\$25,814.64	\$2,868.29	\$5,642.29
02/27/2018	Tuesday	\$7,888.00	\$36,282.92	\$44,170.92	\$3,944.00	\$32,654.63	\$3,628.29	\$7,572.29
02/28/2018	Wednesday	\$7,906.00	\$41,784.23	\$49,690.23	\$3,953.00	\$37,605.81	\$4,178.42	\$8,131.42
Casino Report Totals:		\$258,692.00	\$1,349,829.28	\$1,608,521.28	\$129,346.00	\$1,214,846.40	\$134,982.88	\$264,328.88
Casino YTD Totals:		\$505,370.00	\$2,617,502.96	\$3,122,872.96	\$252,685.00	\$2,355,752.66	\$261,750.30	\$514,435.30