

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

August 7, 2017

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

- Kim Wiemholt – Breathe Easy Boonville (T21)
- Xavier Grant – Kemper Campus Use

IV. Approval of the Minutes of the July 17, 2017 Council Meeting

V. Consent Items

- a. Consider Pay Request No. 3 from Cody Martin Excavating, LLC in the amount of \$53,521.62 for Soccer Fields Grading and Retaining Wall Improvements
- b. Consider Change Order No. 1 from Cody Martin Excavating LLC in the amount of \$90,930.29 for Soccer Fields Grading and Retaining Wall Improvements

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2017-024 Amending Pretreatment Ordinance No. 3255

VIII. New Business

- A) Consider Temporary Street Closures and Parking Restrictions from the Chamber of Commerce for the Festival of Lights each Thursday in September
- B) First Reading of Bill No. 2017-025 Establishing the Tax Levy for FY 2017-2018
- C) Real Estate Transaction – Purchase of Hodges' Parcel in Conjunction with School

IX. Reports of Standing Committees

- A) Industrial Development Authority – June 28, 2017 (Steve Young)
- B) Housing Authority – July 12, 2017 (Morris Carter)
- C) Parks and Recreation Board – July 18, 2017 (Vanessa Dorman)

X. Reports of City Officials

City Administrator

Mayor

- Re-Appointment of Charles Green for Boonville Housing Authority

City Counselor

Economic Developer

- July 20, 2017 Economic Development Report

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
July 17, 2017

The Boonville City Council met in Regular Session on July 17, 2017 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. Morris Carter led the prayer after the pledge of allegiance.

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

- Larry Oerly and John Fortman, Cooper County Emergency Management Agency

Mr. Oerly and Dr. Fortman, Co-Directors of the Cooper County Emergency Management Agency, introduced themselves to the Council and briefed the Council on the role that they play for the City of Boonville's emergency management. Mr. Oerly listed the events/incidents' that they have assisted with the City of Boonville for possible emergencies and storms coming to the area. They have working closely with the City of Boonville to prepare for the Solar Eclipse on August 21. Mr. Oerly gave a brief history of his work in the past with the Cooper County Emergency Management Agency and the Cooper County Fire Protection District. Dr. Fortman gave a brief history of his work with the Missouri Task Force, Pilot Grove Fire Protection District, and the Cooper County Fire Protection District. Mayor Thacher thanked them both for addressing the Council and welcomed them to return if they wanted to update the Council on anything.

Todd Stych, with Musco Lighting, came before the Council expressing his concern that the Council may decide to approve engagement with Qualite Sports Lighting, LLC for the lighting of the soccer fields, and not with Musco Lighting. Mr. Stych advised that Musco has been in the sports field lighting business for a quite some time and they have lighted many facilities in the Boonville area. Mr. Stych gave a brief summary of his correspondence with MECO Engineering in reference to the lighting bid for the soccer fields. Mr. Stych felt the need to address the City Council to explain the lighting package that was submitted for the bid and to educate them on basic lighting standards and requirements. Mr. Stych addressed the differences

in the bid in comparison with the bid from Qualite Lighting, LLC. and the reasons why they were different. Mr. Stych informed the Council of the many instances that Musco Lighting was called to resolve problems that other companies have had with another manufacturers product failure. Mr. Stych advised that he was merely trying to be a resource on what he feels could be an expensive mistake.

APPROVAL OF THE MINUTES OF THE JULY 3, 2017 COUNCIL MEETINGS

The minutes were approved as presented.

CONSENT ITEMS

The following Consent Item was presented for approval:

- a. Consider Pay Request No. 2 from Vance Brothers Inc. in the amount of \$9,330.41 for Asphalt Pavement Seals 2017

Ms. Meadows moved and Mr. Carter seconded the motion to approve the Consent Item. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Beach and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

PRESENTATION OF ACCOUNTS AND CLAIMS

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 Mr. Venable seconded the motion for approval. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Beach and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2017-023 APPROVING CONTRACT WITH BYRNE & JONES CONSTRUCTION FOR SOCCER FIELDS

Ms. Studley read, by title only, a copy of the bill. Mr. Beach moved and Ms. Dorman seconded the motion to approve this bill. There were no questions or comments. Roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Beach and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

NEW BUSINESS

FIRST READING OF BILL NO. 2017-024 AMENDING PRETREATMENT ORDINANCE NO. 3255

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

CONSIDER RESOLUTION R2017-06 AUTHORIZING AND APPROVING A BID AWARD TO ADVANCED TURF SOLUTIONS

Ms. Studley read the resolution in its entirety. Mr. Carter moved and Ms. Meadows seconded the motion for approval. Mr. Beach questioned if the Council should be concerned about the huge price difference between bids. Mr. Tessendorf reminded Mr. Beach that this has happened before with street bids, etc. Mr. Tessendorf advised that Advanced Turf Solutions researched the project in more detail than the other company. Roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Beach and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

CONSIDER RESOLUTION R2017-07 AUTHORIZING AND APPROVING ENGAGEMENT OF QUALITE SPORTS LIGHTING, LLC FOR LIGHTING FOR PROJECT PELE'

Ms. Studley read the resolution in its entirety. Mr. Carter moved and Ms. Meadows seconded the motion for approval. Mr. Young questioned the difference between the two bids on "Additional electric work" on the bid Sports Lighting bid tab. Mr. Tessendorf responded that part of the electrical work on the Qualite Sports Lighting bid is included in the base bid; whereas none of the electrical work is included in the base bid from Musco Lighting. Ms. Dorman questioned Mr. Tessendorf if he was comfortable with the decision of Qualite Sports Lighting. Mr. Tessendorf responded that he was. Roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Beach and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

REPORTS OF STANDING COMMITTEES

BOARD OF PUBLIC WORKS – JUNE 29, 2017

Mayor Thacher advised that the meeting was cancelled.

TOURISM COMMISSION – JULY 11, 2017

Mayor Thacher advised that the meeting was cancelled.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

CITY CLERK

Ms. Studley reminded everyone that the next regular Council meeting would be held in three weeks on August 7, due to the month of July having five Mondays in the month.

MISCELLANEOUS

- “Blackout in Boonville” Solar Eclipse Update (Katie Gibson)

Ms. Gibson briefed the Council on the logistics of the “Blackout in Boonville” Solar Eclipse event. Ms. Gibson anticipates that the event will double the City’s population. With that much of a population increase, City staff are trying to look at a worst-case scenario for parking, infrastructure, porta-potties, availability of restaurants being open and supplied with enough food. Ms. Gibson reported that there will be food vendors and several civic groups that plan on preparing food for the increased population. Ms. Gibson reported that there has been advertising on the City’s Tourism web page and has pre-registration available for camping and parking at a low cost. Ms. Gibson thinks that this will help with the flow of traffic. Ms. Gibson reported that the main viewing area for the event will be at the Jesse Viertel Memorial Airport. Ms. Gibson reported that the City of Boonville is on the centerline, with perfect totality and the city will get a full two minutes and thirty-nine seconds of total darkness. Ms. Gibson stated that the more that the community prepares ahead of time, should be a less of an impact with the amount of people that will be coming into town. Ms. Gibson listed all the events in the community that are planned for that weekend. Ms. Gibson believes that the majority of the congestion on the streets will be when the solar eclipse is over. Everyone will be trying to leave town at the same time. Ms. Gibson reported that the Police Department, Fire Department, and Emergency Management Agency have been meeting and preparing for any potential issues that might occur during the solar eclipse. Ms. Gibson stated that a Solar Eclipse Meeting will be on July 26th to discuss more of the logistics for the event and everyone is welcome to attend. The location of the meeting is yet to be determined. Mayor Thacher asked Council if they had any questions for Ms. Gibson. Mr. Beach questioned Mayor Thacher if the City Council meeting scheduled for the date of the eclipse should be postponed until Tuesday, August 22, 2017. Mayor Thacher questioned the Council and the consensus of the Council was to postpone the City Council Meeting for August 21, to Tuesday, August 22, 2017. There were some questions from Council to Ms. Gibson in reference to specific logistic items for the event. The Council thanked Ms. Gibson for all of her hard work.

Mayor Thacher requested that Ms. Dorman report on the trip by her and a few city staff members to Chattanooga Tennessee. Ms. Dorman reported that they traveled to Tennessee to observe the plant that will be making the turf for the City’s new soccer fields and toured a high school’s new field that is using the same type of turf. Ms. Dorman stated that they were able to tour the plant that makes the turf, which enlightened them as to why the product is superior than the others. Ms. Dorman stated that the company is excited that the City of Boonville has chosen their company and may, in the future, have many visitors view the City’s new complex just to view their product. Ms. Dorman stated that the soccer fields will be a showcase for them, as well, as the City of Boonville. Mr. Cauthon commented that the City of Boonville will be getting a top of the line product that is usually used for professional sports complexes.

Mayor Thacher stated that there was a swim meet at the Boonville Aquatic Center this past Saturday, July 15, and there were many people with many tents set up at the aquatic center. Mayor Thacher asked Ms. Studley to brief the Council on the swim meet that took place. Ms. Studley stated that her son is a member of the Boonslick Heartland YMCA Blue Marlins Swim Team and wanted to promote the Marlins and inform every one of the Mid Missouri Swim Conference Championship Meet that was held at the Boonville Aquatic Center. The meet was a huge success. It included 8 visiting teams from: California, Fulton, Sedalia, Marshall, Mexico, Eldon, Centralia, Jefferson City and the Boonslick Heartland YMCA Blue Marlins. Ms. Studley commended the coaches, swimmers, and their parents for their hard work making the meet a success. Mayor Thacher commented about how many numerous people, cars, and tents where around the aquatic center for the swim meet. Mayor Thacher stated that it was a fun atmosphere and how proud she was of our facility to be able to host these swim meets. Ms. Dorman commented that she was able to attend the meet and the meet is very well orchestrated. Ms. Dorman commended Bonnie Gerke and Doug Gramlich for all their hard work making the swim meets possible. Ms. Dorman also commended Mayor Thacher for, at the last minute, came before the Council to change the plans of the aquatic center from a twenty-five-yard pool to a twenty-five-meter pool, making it possible to have the swim meets at the aquatic center. Ms. Dorman stated that many of people from other towns are staying at local hotels and going to local restaurants which is good for the town. Mayor Thacher commented how the soccer fields will be bringing more of this to our community and expressed how exciting it is.

ADJOURN

With no further discussion, Mr. Carter moved and Mr. Stock seconded the motion to adjourn at 7:54 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Julie Thacher, Mayor

**APPLICATION AND CERTIFICATE FOR PAYMENT
(PAY ESTIMATE)**

Original 1 of 6
Page 1 of 2

PROJECT NO: 454-264
Soccer Fields Grading and Retaining Wall Improvements

CONTRACTOR: Cody Martin Excavating, LLC
OWNER: City Of Boonville MO

APPLICATION NO: 3
APPLICATION DATE: 20-Jul-17
PERIOD FROM:

ORIGINAL CONTRACT SUM: \$537,637.97
NET CHANGE BY CHANGE ORDERS: \$0.00
CONTRACT SUM TO DATE: \$537,637.97
TOTAL COMPLETED & STORED TO DATE: \$304,703.52
RETAINAGE 10%: \$30,470.35
TOTAL EARNED LESS RETAINAGE: \$274,233.17
LESS PREVIOUS CERTIFICATES OF PAYMENT: \$220,711.55
CURRENT PAYMENT DUE: \$53,521.62
CONTRACT TIME LIMIT DATE:

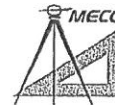
ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1			
TOTALS		\$0.00	\$0.00

NET CHANGE BY CHANGE ORDERS: \$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed 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, and that current payment shown herein is now due.

CONTRACTOR: Cody Martin
BY: Cody Martin
DATE: 7/24/17

OWNER: City Of Boonville MO
BY:



In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer'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 OF \$ 53,521.62
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: B. V. Vignone
BY: B. V. Vignone
MECO ENGINEERING COMPANY, INC.
ENGINEERS * SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109

(573)893-5558

**CONTRACT CHANGE ORDER
SECTION 00941**

Change Order No. 1
Project No. 454-264 Soccer Fields Grading and Retaining Wall Improvements

Sheet of
Original _ of 6

Recommended MECO Engineering Co., Inc.
(Engineer)

To: Cody Martin Excavating, LLC
(Contractor)

From: City of Boonville MO
(Owner)

You are hereby directed to make the following changes:

I. Reason for change and effect on completion time (if any):

- Line item 20: Cody Martin Excavating will not be seeding or fertilizing fields 1,2,5, and 6
- Line item 23: Buried unsuitable material between fields 3 and 4 in the ravine.
- Line item 24: Buried pipe was uncovered excavating between Fields 3 and 4 that lead to the football field that need to be tied into the proposed storm drain.
- Line item 25: Field 7 was added by the City of Boonville to the construction for Cody Martin.

II. Cost of work affected by this Change Order:

Item No	Item Description	Bid Amount		Previous Change Order		This Change Order		Revised Contract	
		Quantity/Units	Unit Price	Value	C.O. #	Quantity Changed	Increase Qty. Decrease Qty.	Amount Added or Deducted	Quantity/Unit
20	Seeding, Fertilizing, Mulching	1 LS	\$14,660.00	\$14,660.00			1.0 LS	-\$4,515.56	1 LS \$10,144.44
23	Unsuitable Material Excavation and Sorted Material Recomacted								
	A. Doosan Excavator		\$150.00				38.0 HRS	\$5,700.00	38 HRS \$5,700.00
	B. D6H Cat Dozer		\$155.00				74.5 HRS	\$11,547.50	75 HRS \$11,547.50
	C. JD Tractor w/ 21 Yards Scraper		\$195.00				14.5 HRS	\$2,827.50	15 HRS \$2,827.50
	D. Kubota Skidloader		\$85.00				3.0 HRS	\$255.00	3 HRS \$255.00
24	Piping and Fittings for New Drainage Connection								
	A. 6" SCH 40 PVC		\$15.75				120.0 LF	\$1,890.00	120 LF \$1,890.00
	B. Cleanouts		\$37.50				2.0 EA	\$75.00	2 EA \$75.00
	C. Connections to Existing Field Underdrains		\$20.75				2.0 EA	\$41.50	2 EA \$41.50
	D. Connections to Proposed 30" HDPE		\$150.00				1.0 EA	\$150.00	1 EA \$150.00
25	Soccer Field # 7								
	A. Clearing and Grubbing		\$6,000.00				1.0 LS	\$6,000.00	1 LS \$6,000.00
	B. Excavating of Field to Subgrade		\$62,959.35				1.0 LS	\$62,959.35	1 LS \$62,959.35
	C. Erosion Control		\$2,500.00				1.0 LS	\$2,500.00	1 LS \$2,500.00
	D. Seeding and Strawing		\$1,500.00				1.0 LS	\$1,500.00	1 LS \$1,500.00
Total This Sheet:								\$90,930.29	

- Original Contract Amount: \$537,637.97
- Add or Deduct This Order Totals: \$90,930.29
- Add or Deduct Previous:
(Line 4 of previous order)
- Total Add or Deduct to Date (2+3): \$90,930.29
- Revised Contract Amount (1+4): \$628,568.26

B. V. 8/21/17
Recommended: Engineer - MECO Engineering Company Date Date

Ordered: Owner Date Date
Cody Martin
Accepted: Contractor Date Date
8-1-17

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on August 7, 2017 the sum of **\$760,848.11**

General Fund	\$345,618.03
Sanitation	\$49,431.02
CIP Tax	\$62,989.56
Water Works	\$140,356.87
Capital Projects	\$636.37
Waste Water	\$90,436.29
Tourism	\$16,511.96
Gaming	\$14,256.62
Parks/Water	\$40,611.39

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 \$760,848.11 being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on August 7, 2017 read for the second time this 7th day of August 2017 since a copy was made available prior to the meeting.

Approved August 7, 2017 _____
Mayor

Endorsed August 7, 2017: 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

* Stop traffic at Main & Spring St. @ 6:00 pm on Sept. 7 for 10 minutes for opening ceremony -

RECEIVED
7/3/17

NOTIFICATION OF TEMPORARY STREET CLOSURE / PARKING RESTRICTION REQUEST

Organization: Festival of Lights Date: Sept. 7-14-21-28
Name: Roz & Laura Phone Number: Roz 660-882-5512
Chamber of Commerce Laura 882-2721

Street Closure: Festival of Lights has requested that Spring St. be closed between (streets) Chestnut and 8th from (time, day, date) 4pm to 8pm, 2017.

Parking Restriction: Also in front of Morgan Street Park, Morgan Street Festival of Lights has requested that parking be restricted on both side(s) of Main St. between (streets) Vine St and Court St. from (time, day, date) Sept 7-14-21-28 2017 to 4pm to 8pm, 2017

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

Business Name:
Gordon Jewelers
Copies Etc
Maagies
Mr. dot PC
Boonville Market Tpk Co LLC
Boonville BNC Bank
Family Store STOP & F
Katy Truitt Coffee House

Signature:
Roz Gordon
Debra Herberger
Elmer Howard
John Kady
JP Kady
Spicy
Ed Howard

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

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

(Rev. 4/28/09)

American Family Ins
Molly's Jewelry Design Ann Hunter

Festival of Lights

Business Name	Signature
Picmar Decorating	Jabette Acui
Wooldridge's Wooldridge	Sabrina
Simmons Appliance	Helen Thelt
Snapps Hardware	Alfa
Value Plus PC	Stephanie Thomas
A Baker Floral Co	Arlos Caldwell
Central Bank	Samuel Wells
Night-Night Agency	Connie Lane
Mid Street Pub	Theresa
Serek Acc.	Nichole Corrine
Estelle	660-537-5127
Celestial Body	Carol K. Henshaw
Smith More	refused to sign
The Palace	LSC
L Buy	660-672-5088
Tullie's	Relocating to Ashley Rd ¹³²⁰
Barber + Beauty	x Mr. R. Blum
Pawn Shop	x Lanty Stock
Your Money's Worth	x Light
Bredeaux	x Flip Sears
1st Choice	
Market Place	
First State Community Bank	Amarda Chaney

BILL NO. 2017-025

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, ESTABLISHING THE RATE OF TAXES TO BE LEVIED ON ALL PROPERTY SUBJECT TO TAXES IN THE CITY OF BOONVILLE, MISSOURI, FOR THE FISCAL YEAR BEGINNING APRIL 1, 2017

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

SECTION 1: The rate of taxes for the use and benefit of the City of Boonville, Missouri, for the fiscal year beginning April 1, 2017, are hereby established as follows:

- 1.) The rate of taxes for the General Fund shall be Seventy and Sixty Hundredth Cents (\$.7060) per One Hundred Dollars (\$100.00) assessed valuation.

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

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

FIRST READING: August 7, 2017

READ FOR THE SECOND TIME AND PASSED THIS 22ND DAY OF AUGUST, 2017, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.

APPROVED THIS 22ND DAY OF AUGUST 2017.

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

7/12/2017

Tax Rate Summary

(2017)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Boonville 09-027-0002 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the County Clerk.

The information to complete the Tax Rate Summary is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information on the Informational Tax Rate Data at the end of these forms provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political
Subdivision Use
in Calculating
its Tax Rate

- A. **Prior Year Tax Rate Ceiling** as defined in Chapter 137 RSMo. Revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year. (Prior Year Tax Rate Summary, Line F minus Line H in odd numbered year or prior year Tax Rate Summary, Line F in even numbered year) 0.7046
- B. **Current Year Rate Computed** Pursuant to Article X, Section 22 of the Missouri Constitution and Section 137.073, RSMo if no voter approved increase. (Tax Rate Form A, Line 18) 0.7060
- C. **Amount of Rate Increase Authorized by Voters for Current Year** (If Same Purpose)
Greater of the voter approved increase or voter approved increase adjusted to provide the revenue available if applied to prior assessment & increased by the CPI %. (Tax Rate Form B, Line 15) - 0 -
- D. **Rate to Compare to Maximum Authorized Levy to Determine Tax Rate Ceiling**
[Line B (if no election), otherwise Line C (if there was an election)] 0.7060
- E. **Maximum Authorized Levy** Enter the most recent voter approved rate. 1.0000
- F. **Current Year Tax Rate Ceiling** (Lower of Line D or E)
Maximum legal rate to comply with Missouri laws. 0.7060
- G1. **Less Required Sales Tax Reduction** taken from Tax Rate Ceiling (Line F), if applicable. -
- G2. **Less 20% Required Reduction 1st Class Charter County Political Subdivision NOT Submitting an Estimate Non-Binding Tax Rate to the County(ies)** taken from Tax Rate Ceiling (Line F). -
- H. **Less Voluntary Reduction By Political Subdivision** taken from the Tax Rate Ceiling (Line F).
WARNING: A VOLUNTARY REDUCTION TAKEN IN AN EVEN NUMBERED YEAR WILL LOWER THE TAX RATE CEILING FOR THE FOLLOWING YEAR -
- I. **Plus Allowable Recoupment Rate** added to Tax Rate Ceiling (Line F). If applicable attach Form G or H. -
- J. **Tax Rate To Be Levied** (Line F - Line G1 - Line G2 - Line H + Line I) 0.7060
- AA. **Rate To Be Levied For Debt Service** if applicable. (Tax Rate Form C, Line 10) -
- BB. **Additional Special Purpose Rate Authorized By Voters** after the prior year tax rates were set. Greater of the voter approved increase or voter approved increase adjusted to provide the revenue available if applied to prior year assessment & increased by CPI %. (Tax Rate Form B, Line 15 if different purpose) -

CERTIFICATION

I, the undersigned, City Administrator (Office) of City of Boonville (Political Subdivision)
levying a rate in Cooper County (ies) do hereby certify that the data set forth above and on the
accompanying forms is true and accurate to the best knowledge and belief.

Please complete Line G through BB, sign this form, and return to the County Clerk(s) for final certification.

(Date)	(Signature) <u>Ir L Tessoroff</u>	(Print Name) <u>Ir L Tessoroff</u>	(Telephone) <u>660-882-2332</u>
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Proposed rate to be entered on tax books by County Clerk

Based on Certification from the Political Subdivision: Lines

J

AA

BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

(Date)	(County Clerk's Signature)	(County)	(Telephone)
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PUBLIC HEARING

A hearing will be held at 7:00 p.m., August 22, 2017, in the City Council Chambers, 525 East Spring Street, at which citizens may be heard on the property tax rates proposed to be set by the City of Boonville. The tax rates are set to produce the revenues which the budget for the fiscal year beginning April 1, 2017 and beyond, show to be required from the property tax. Each tax rate is determined by dividing the amount of gross revenue needed by the current assessed valuation. (The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation).

<u>ASSESSED VALUATION</u>	<u>CURRENT TAX YEAR</u> 2017	<u>PRIOR TAX YEAR</u> 2016
Real Estate	\$70,894,890	\$69,998,730
Railroad/Utility	7,090,366	7,088,002
Personal Property	19,168,625	19,184,382
Railroad/Utility	<u>1,232,558</u>	<u>1,337,681</u>
	\$98,386,439	\$97,608,795

The 2017 assessed valuation has been certified by the County Clerk and is subject to adjustment pending appeals to the County and State. The following tax rates are proposed. They are calculated based upon the current information supplied by the County Clerk. As such, they are subject to revision hereafter as the County Clerk provides final valuations. All calculations are designed to be in compliance with Missouri Constitution Article X, Section 22 and the Missouri Statutes.

The maximum tax rate allowable as per the Missouri Statutes and Article X, Section 22 of the Missouri Constitution is \$0.7366 excluding the voluntary rollback taken by the City.

<u>GENERAL FUND</u>	<u>AMOUNT OF PROPERTY TAX REVENUES BUDGETED</u>	<u>PROPOSED TAX RATE (per \$100)</u>	<u>PRIOR TAX RATE (per \$100)</u>
Real Estate	\$495,000	.7060	.7046
Personal Property	136,000	.7060	.7046
Railroad	50,000	.7060	.7046


**Missouri
REALTORS™**

Contract for Sale of Residential Real Estate

This Contract has important legal and tax consequences. If not understood, consult your attorney before signing.

This Contract is made between James Brent Hodges and Jolene D. Hodges, husband and wife. ("Seller") and
City of Boonville, Missouri ("Buyer"). The "Effective Date"
shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if any).

1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a Survey pursuant to Section 6 below). Such real estate, together with all existing improvements located thereon (including all permanently attached equipment and fixtures not specifically excluded below) and all rights, privileges and easements appurtenant thereto, and any items of personal property specifically included below, are collectively referred to herein as the "Property." Legal Description is (insert if available):

Tract 2A, Reference Survey Document 2015-3135

☒ (Check box if legal description attached)

1730 W. Ashley Rd.

Boonville

MO

65233

Cooper

Street Address

City

State

Zip Code

County

2. INCLUSIONS AND EXCLUSIONS. The Purchase Price and the Property includes (but is not limited to) all of the following (if any) which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. **Note: This Contract, and not the Seller's Disclosure Statement, multiple listing service or other promotional material, provides for what is included in this sale.**

Access to Property

- Garage Door Opener(s) & Control(s)
- Keys and Remote Entry Controls

Exterior

- Exterior Lighting, Landscaping & Mailbox
- Fences (including invisible pet systems, collars and controls)
- Sprinkler Systems and Controls

Systems and Utilities

- Heating, Cooling, Electrical
- Plumbing Fixtures/Systems (Built-in)
- Humidifier (if attached)
- Propane Tanks (excluding portable tanks - see also lines 240-241)
- Radiator Shields
- Security & Alarm Systems

- Vacuum Systems (Central) & Attachments

- Ventilation and Exhaust Fans

- Water Heaters, Softeners & Sump Pump

- Window Air Conditioning Units

Kitchen / Cooking Related

- Dishwashers & Trash Compactors
- Garbage Disposals
- Gas Fired Barbecue Grills (Built-in)
- Microwave Ovens (Built-in)
- Ovens/Ranges and Attachments

Electrical, Lighting & TV Related

- Attic and Ceiling Fans
- Lighting Fixtures
- TV Antennas (if attached)

Fire / Fireplace Related

- Fire and Smoke Alarms

- Fireplace Equipment and Doors (if attached, including artificial logs)

Window / Wall Related

- Blinds, Shades, Shutters, Storm Windows, Sashes and Doors, Screens, Awnings
- Curtain & Drapery Hardware (only)
- Mirrors (Attached) & all Bathroom Mirrors
- Shelving & Closet Organizers (if attached)

Flooring Related

- Floor Coverings (if attached), Tacked Down & Wall to Wall Carpet

Miscellaneous

- Manuals and written warranties in Seller's possession pertaining to any of the foregoing

To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.

The following items are also **included** in the sale (e.g., list any non-affixed equipment or machinery, household or other personal property):

The following items are **excluded** from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller, such as satellite dish equipment): 1. Round Top Garage 2. Chandelier located in the Formal Dining Room

3. PURCHASE PRICE.

\$ 115,000.00

is the "Purchase Price" for the Property and is to be paid by Buyer as follows:

\$ none

as "Earnest Money" in the form of (check one):

☐ personal check ☐ cashier's check ☐ other

N/A

, to be supplied at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking days after the Effective Date in an escrow account with Cooper County Land Title, LLC ("Escrow Agent"). Upon written request made by either party, Escrow Agent shall confirm its actual receipt and deposit of any Earnest Money. Escrow Agent may also retain any interest earned on any such Earnest Money. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of Cooper County Land Title, LLC ("Closing Agent") in

Boonville, MO, on August 31st, 2017 (the "Closing Date").
City State Month Day

Reference (e.g., Seller & Buyer)

1730 W Ashley Rd

Possession and all keys will be delivered to Buyer at: (check one) ☒ Closing or ☐ other _____

Note: The parties should complete and attach an appropriate rider if possession is to be transferred on a day other than day of Closing (e.g., see RES-3010 Residential Lease; MSC-2080 Agreement for Possession by Buyer Prior to Closing, MSC-2090 Agreement for Possession by Seller After Closing) or if temporary access to the Property for a limited purpose is to be made available prior to Closing (see MSC-2085 Limited Purpose Entry by Buyer Prior to Closing). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in possession pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted. **(Note: If the Property is to remain tenant occupied, then the parties should complete and attach Rental Property Contract Rider MSC-2035).**

5. FINANCING. (Check applicable box) **Note: If Buyer's lender or Closing Agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for Buyer to request Seller to agree to an extension of the Closing Date.**

☒ **A. Not Conditioned Upon Financing.** (Although not a condition to performance, Buyer may finance any portion of Purchase Price).

☐ **B. Nonconventional.** (Attach Financing Agreements rider, MSC-2010, for Assumption, Seller Financing or Government Financing).

☐ **C. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to the execution of a completed loan application and other instruments, payment to lender for a credit report, appraisal and any other required fees, to provide all information required by lender and to otherwise cooperate fully in order to make a good faith effort to obtain the financing described below. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "**Loan Condition Deadline**") which is _____ days (21 days if none stated) after the Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided, however, if such lender will not give Buyer such Notice then Buyer may directly notify Seller (on or before the Loan Condition Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).

(Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____
Initial interest rate not to exceed: _____ % Amortization term _____ years.

Type (check one): ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____

Other terms: _____

Note: A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to this Contract rider MSC-2020 (Contract Conditions part C). If the Loan Condition Deadline passes without a termination as outlined above, Buyer remains obligated under this Contract. Therefore, Buyer should be certain that Buyer will have available the Funds required to close. A "loan commitment" or "preapproval" does NOT necessarily guarantee that Buyer's loan will actually be funded.

6. TITLE AND SURVEY. At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "**Deed**"), properly executed and in recordable form.

Within 7 days (10 days if none stated) after the Effective Date (check applicable box below):

☐ **A.** Seller shall deliver to Buyer a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "**Owner's Policy**"), both at Seller's cost.

☐ **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

☐ **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.
(Specify if otherwise) _____

☒ **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

The Title Commitment shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike. **Note: Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate Buyer's selection as to the type of survey or service to be provided and the company which is to perform the same, or to indicate Buyer's waiver of this right.**

Buyer shall have _____ days (20 days if none is stated) after receipt of the Title Commitment to review the same, including all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("**Objections**"); provided, however, that if box 6D is checked, then Buyer shall have _____ days (20 days if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. Buyer's failure to timely deliver Notice to Seller of any Objections within the applicable Review Period will

constitute a waiver by Buyer of any Objections. **Note: MSC-2055 (Title and Survey Notice) may be used to facilitate the delivery of any Title or Survey Objections, responses thereto and the resolution thereof.**

If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller shall have _____ days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____ additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without correction of such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Notwithstanding anything herein to the contrary, Seller shall be solely responsible and liable for clearing any exception to title that arises between the Effective Date and Closing, and any existing monetary lien (other than any lien created as a result of Buyer's actions, and any general taxes or Special Assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the **"Permitted Exceptions"**. The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued.

7. INSPECTIONS. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller. Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water well, sewer, septic and wastewater treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; basement leaks and exterior drainage; and mechanical equipment, including appliances. Except as set forth in Section 6 with respect to Survey and Title Objections, Buyer may also review additional property data, including but not limited to zoning regulations; general taxes; school district; square footage of improvements; and insurability of the Property (**"Additional Property Data"**). **NOTE:** The availability of insurance must be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance, as well as the possibility that premiums may increase over the amount of premiums previously charged for insurance coverage(s). Buyer should also contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.

Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of any unacceptable condition(s) (the **"Inspection Notice"**, See MSC-2050), within _____ days (10 days if none stated) after the Effective Date (the **"Inspection Period"**). **Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all matters unacceptable to Buyer.** Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

If Seller has not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

If this Contract is not terminated as provided above, Seller shall have _____ days (7 days if none stated) after Seller's receipt of the Inspection Notice (the **"Initial Response Period"**) in which to respond in writing to Buyer's Inspection Notice. (Note: If Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary adjustment at Closing). The parties shall have an additional _____ days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an agreement. **Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private mortgage insurance). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit. A limited warranty or service agreement may also be available for purchase regarding the Property (See MSC-2025).**

Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services may be offered by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. Buyer is encouraged to utilize form MSC-2045 ("Buyer's Inspection Authorization")

to facilitate and coordinate this process. **Note:** Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship disclosure Section below, collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false. A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in such documents.

8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of the written consent of all parties as set forth above). **Note:** An Escrow Holder who is not a licensed real estate broker is not necessarily bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract regarding any Escrow Items. If Escrow Holder requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the foregoing and control. In any reference in this Contract (including any attached rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof (a "Taking"), or if all or any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer of any such event, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing. **Note:** MSC-2510 (Notice of Property Damage) may be used to facilitate delivery of Notice of any Property Damage and any election to be made in connection therewith. MSC-2520 (Notice of Taking) may be used to facilitate delivery of Notice of any Taking and any election to be made in connection therewith.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer; a copy of any written communications to and from the condemning authority and/or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, in which case, all parties shall be released from any further liability under this Contract and the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to proceed to Closing to Seller within 10 days after Buyer has received such Notice of Property Damage (or Taking, as the case may be) and the aforesaid information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing). Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS. Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (subject to current FHA and VA regulations, if applicable, and except as may otherwise be expressly set forth herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

Buyer shall pay for (where applicable): (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (e.g., appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by Seller; (f) building, termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing or becoming due and payable after Closing; (h) the value of any heating oil or propane gas left in any tank at the Property (based on current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable): (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) expenses of Buyer's loan agreed to by Seller; (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district inspection fees; (e) so-called "one-time" Special Assessments levied and payable before Closing; (f) security deposits and prepaid rents and expenses collected by or on behalf of Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other compensation due from Seller to the Broker(s).

Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for day of Closing): (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted; (b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year); (c) any installments of Special Assessments becoming due and payable during the calendar year of Closing; (d) subdivision upkeep assessments and monthly association fee; (e) interest (if Buyer assumes an existing loan per Section 5 above); (f) flat rate utility charges (including water, sewer and trash); and (g) boat dock fees.

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE. This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "**Requesting Party**"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

12. ENTIRE AGREEMENT/MODIFICATION. This Contract and any rider(s) or other attachments hereto (if any) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

13. DEFAULT/REMEDIES. If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

A. Seller Defaults. If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY. In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15. SELLER'S DISCLOSURE STATEMENT. (check one)

☐ A. Buyer confirms that before signing this offer to purchase, Buyer has received a Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

☐ B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure, and to deliver Notice of termination to Seller if this Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☒ C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. LEAD-BASED PAINT DISCLOSURE. Buyer has reviewed and signed, if required by law, a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

17. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within _____ days (4 days if none stated) prior to Closing. This "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract.

18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

19. GOVERNING LAW/CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

20. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on behalf of Buyer, a dual agent, transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

21. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)

☐ Financing Agreements MSC-2010

☐ Contract Conditions MSC-2020

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

22. SPECIAL AGREEMENTS. (complete only if applicable)

1: This contract is contingent upon the Boonville R-1 School District purchasing Tract 2B, reference Survey Document 2015-3135, Cooper County, Missouri, deed records. 2: Buyer will pay all closing fees.

23. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)

is a real estate broker or salesperson, and is (check one or more, as applicable): (insert name of licensee)

☐ a party to this transaction;

☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or

☐ an immediate family member of ☐ Seller ☐ Buyer.

24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. (check one, neither or both, as applicable)

☐ Seller ☐ Buyer

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

25. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Buyer is a: (Check appropriate box)

☐ **Buyer's Limited Agent** (acting on behalf of Buyer)

☐ **Seller's Limited Agent** (acting on behalf of Seller)

☐ **Dual Agent** (acting on behalf of both Buyer and Seller)

☐ **Designated Agent** (designated to act on behalf of Buyer)

☒ **Transaction Broker Assisting Buyer** (not acting on behalf of either Buyer or Seller)

☐ **Subagent of Seller** (acting on behalf of Seller)

Licensee assisting Seller is a: (Check appropriate box)

☐ **Seller's Limited Agent** (acting on behalf of Seller)

☐ **Buyer's Limited Agent** (acting on behalf of Buyer)

☐ **Dual Agent** (acting on behalf of both Seller and Buyer)

☐ **Designated Agent** (designated to act on behalf of Seller)

☒ **Transaction Broker Assisting Seller** (not acting on behalf of either Seller or Buyer)

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

QUINLAN AGENCY.COM

Broker's Firm Assisting Buyer (and MLS ID No., if required)

Broker's Firm State License # 000005230

Quinlan Agency.com

Broker's Firm Assisting Seller (and MLS ID No., if required)

Broker's Firm State License # 000005230

By (Signature) Bruce R. Quinlan

Licensee's Printed Name: BRUCE R. QUINLAN

Licensee's State License # 1999020994

Date: 8-1-2017

By (Signature) Bruce R. Quinlan

Licensee's Printed Name: Bruce R. Quinlan

Licensee's State License # 1999020994

Date: 8-1-2017

26. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

27. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

28. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number.

29. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

30. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting the Buyer by 5:00 p.m., of August 18, 2017.

31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE TO CONTRACT FOR SALE OF RESIDENTIAL REAL ESTATE

SELLER ACCEPTS OFFER (Sign Below)

James Brent Hodges 8/2/2017
SELLER _____ **Date and Time**
Printed Name: JAMES BRENT HODGES

Jolene L. Hodges 8/2/2017
SELLER _____ **Date and Time**
Printed Name: Jolene L Hodges

SELLER REJECTS OFFER (Initial) _____

SELLER COUNTER-OFFERS (Initial) _____
Counter Offer form MSC-2040, which amends the terms of
this offer, is attached and incorporated into this Contract

RECEIPT AND ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

By (Signature) _____

Licensee's Printed Name: _____

Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.
Last Revised 12/31/16. ©2015 Missouri REALTORS®

Attachment "A"

"Tract #2-A" Property Boundary Description, (Tract Division): The western part of Tract #2 of a parcel division survey filed for record as Document #2015-3135 of the Cooper County Records*, being part of a two-parcel tract of land previously described in Book 258, Page 114*, and part of a tract of land previously described in Book 444, page 001*, all located in the Southwest Quarter of Section 10, Township 48 North, Range 17 West, City of Boonville, Cooper County, Missouri, with the boundary of this western part of said "Tract #2" being more particularly described as follows:

"Beginning" at a found iron rod at the northwest corner of said "Tract #2" per Doc. #2015-3135; thence S.58°46'50"E, along the northern line of said tract for a distance of 457.18 feet to a set iron rod; thence S.03°41'52"W for 105.25 feet to a corner on the southern line of said Tract #2; thence along the southern line of said Tract #2 on the following courses, N.87°49'08"W for 96.81 feet to a found railroad rail in concrete; thence N.02°10'50"E for 28.84 feet to an iron rod; thence N.87°49'10"W for 66.94 feet to an iron rod; thence N.31°42'04"W for 93.74 feet to an iron rod; thence N.58°52'31"W for 76.13 feet to an iron rod; thence N.88°50'48"W for 231.07 feet to an iron rod on the easterly right-of-way line of Missouri Highway 5, (a.k.a. Ashley Road); thence N.34°11'14"E, along said right-of-way line for 221.39 feet to the point of "Beginning", containing 1.54 acres, more or less, and being subject to or having the benefit of easements and/or restrictions of record or not of record. (Bearings are based upon a resurvey of the adjacent school property by Tim J. Reed, PLS #2089 dated June 15, 2007, and filed in Survey Book 8, Page 333 of the Cooper County Records.) "*" = All "Document" and/or "Book & Page" references are to the Cooper County Records.

*Prepared by: MECO Engineering Company, Inc., 2701 Industrial Drive, Jefferson City, Missouri 65109
Missouri LS Corp License No. 000186*

RONALD E. KLIETHERMES, PLS
MISSOURI PLS #2109

DATE: _____

JKH
JKH

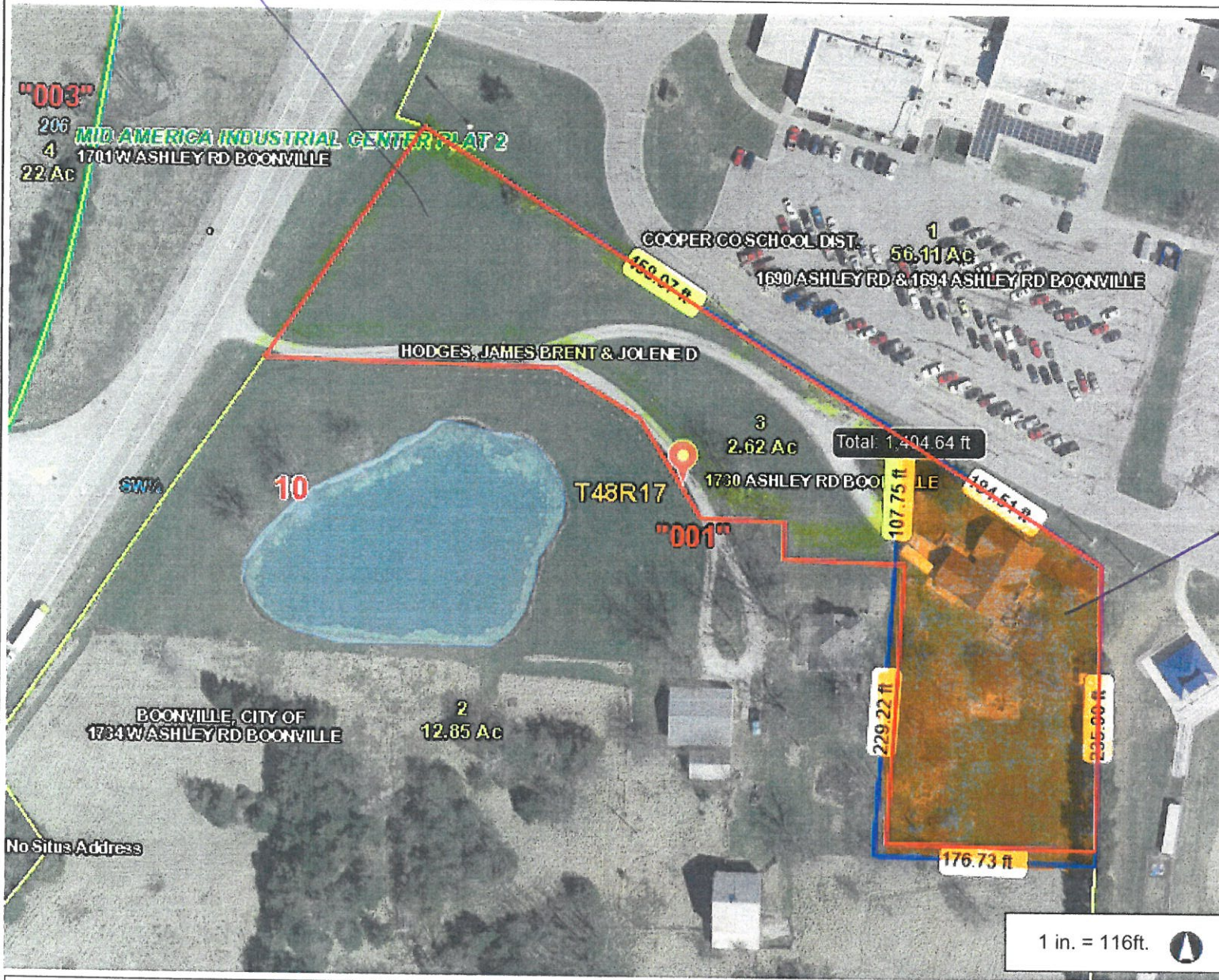
TRACT 2A

Cooper County, MO



Legend

TRACT 2B



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

COOPER COUNTY RECORDER OF DEEDS:

DOCUMENT NO.:

STATE OF MISSOURI

COUNTY OF COOPER

S.S.

FILED FOR RECORD THIS DAY OF
20 AT O'CLOCK
AND MINUTES M., RECORDED
IN PLAT BOOK PAGE

NANCY FISHER, RECORDER

GEORGIA ESSER, DEPUTY

PARCEL LINE ADJUSTMENT SURVEY PART OF THE SW¹/₄ OF SEC. 10, TWP. 48 N., RNG. 17 W., CITY OF BOONVILLE, COOPER COUNTY, MISSOURI

GRAPHIC SCALE IN FEET
0' 50' 100'

SURVEYOR'S CERTIFICATE: THE PROPERTY BOUNDARY DESCRIPTION AND PLAT HEREON DEPICT THE RESULTS OF MY PROPERTY BOUNDARY RESURVEY AND PARCEL BOUNDARY ADJUSTMENT, CONDUCTED AND PREPARED UNDER MY DIRECT SUPERVISION, AND COMPLETED ON THE DATE BELOW WRITTEN, ALL OF WHICH I CERTIFY TO BE TRUE AND CORRECT, AND THAT SAID SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT "MISSOURI STANDARDS" FOR PROPERTY BOUNDARY SURVEYS 20 CSR 2030-16.

Ronald E. Kluth
RONALD E. KLUTH, PLS
MISSOURI SURVEYOR NO. LS-2109
DATE: DEC. 14, 2015



HODGES
(BK. 444, PG. 001)

SW 1/4
S.10-T48N-R17W

TRACT #2 - 2.62 AC.

SW 1/4
S.10-T48N-R17W

TRACT #1 - 12.85 ACRES
REMAINING PART OF BK. 444, PG. 001
(TRACT #1 BNDY. DESC. PROVIDED SEPERATELY)

GENERAL PROPERTY NOTES AND SURVEY INFORMATION:

- 1) CURRENT PROPERTY OWNER: BOTH AFFECTED PARCELS ARE CURRENTLY OWNED BY JAMES BRENT HODGES & JOLENE D. HODGES, HUSBAND & WIFE.
- 2) CURRENT DEEDS: THE NORTHEASTERN 1.37-ACRE PARCEL VIA GENERAL WARRANTY DEED FILED IN BOOK 258, PAGE 114, AND THE SOUTHWESTERN 13.9-AC TRACT VIA GENERAL WARRANTY DEED FILED IN BOOK 444, PAGE 001, ALL OF THE COOPER COUNTY RECORDS.
- 3) BASIS FOR BEARINGS: THE NORTHERLY LINE OF THE SUBJECT PROPERTY, PER THE PREVIOUS SURVEY "A" NOTED BELOW.
- 4) PRIOR SURVEYS: "A" = A RESURVEY OF THE NORTHEAST-ADJACENT SCHOOL PROPERTY BY TIMOTHY J. REED, PLS #2089, DATED JUNE 15, 2007, AND FILED IN SURVEY BOOK 8, PAGE 333 OF THE COOPER COUNTY RECORDS. "B" = THE ORIGINAL SURVEY FOR THE NORTHERN PART OF THE 1.37-ACRE PARCEL BY ROBERT L. HAGERTY, PLS #1626, DATED MAY 25, 1978, AND FILED IN SURVEY BOOK 5, PAGE 108, COOPER COUNTY RECORDS.
- 5) MISSOURI ACCURACY STANDARDS FOR "TYPE-URBAN" PROPERTY = 0.10 FOOT, OR 1:20,000 FOR DISTANCES GREATER THAN 2,000 FEET. (THE DEGREE OF PRECISION OF THE BOUNDARY COURSES HEREON IS PROVIDED TO VERIFY "CLOSURE". THE RELATIVE POSITIONAL TOLERANCE OF THIS SURVEY MEETS THE CURRENT ACCURACY STANDARDS FOR "TYPE-URBAN" PROPERTY.)
- 6) THE PROFESSIONAL SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, NOR ANY FACTS THAT A CURRENT TITLE SEARCH MAY UNCOVER. THE CLIENT HAS NOT PROVIDED TITLE SEARCH INFORMATION FOR THIS SURVEY. OTHER DOCUMENTS OF RECORD OR NOT OF RECORD MAY EXIST WHICH MAY AFFECT THIS SURVEYED PARCEL.

TRACT #2 PROPERTY BOUNDARY DESCRIPTION: ALL OF A TWO-PARCEL TRACT OF LAND PREVIOUSLY DESCRIBED IN BOOK 258, PAGE 114 OF THE COOPER COUNTY RECORDS, TOGETHER WITH ADJACENT PARTS OF A TRACT OF LAND PREVIOUSLY DESCRIBED IN BOOK 444, PAGE 001 OF THE COOPER COUNTY RECORDS, ALL LOCATED IN SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 48 NORTH, RANGE 17 WEST, CITY OF BOONVILLE, COOPER COUNTY, MISSOURI, WITH THE BOUNDARY OF THIS "TRACT #2" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEGINNING" AT A FOUND IRON ROD AT THE NORTHWEST CORNER OF SAID TRACT PER BOOK 444, PAGE 001, ALSO BEING THE SOUTHWEST CORNER OF AN ADJACENT SCHOOL TRACT DESCRIBED IN BOOK 134, PAGE 635; THENCE S.58°46'50"E. ALONG THE COMMON LINE OF SAID TRACTS, AND THE NORTHERN LINE OF SAID TRACT PER BOOK 258, PAGE 114, FOR A TOTAL DISTANCE OF 636.88 FEET TO A FOUND IRON PIPE AT THE NORTHEAST CORNER OF SAID TRACT PER BOOK 258, PAGE 114; THENCE S.00°04'00"W. ALONG THE COMMON LINE BETWEEN THE LAST SAID TRACT AND THE SCHOOL TRACT PER BOOK 134, PAGE 635, FOR A DISTANCE OF 235.21 FEET TO THE SOUTHEAST CORNER OF SAID TRACT PER BOOK 258, PAGE 114, (FROM SAID CORNER A FOUND IRON PIPE BEARS N.88°09'53"W. 0.6 FEET); THENCE FROM SAID CORNER N.88°09'53"W. ALONG THE SOUTH LINE OF SAID TRACT PER BOOK 258, PAGE 114 FOR A TOTAL OF 176.74 FEET TO A FOUND IRON PIPE AT THE SOUTHWEST-MOST CORNER OF SAID TRACT; THENCE N.03°41'52"E. ALONG THE WESTERN LINE OF THE LAST SAID TRACT, AND THE NORTHERN EXTENSION OF SAME LINE FOR A TOTAL OF 219.19 FEET TO AN IRON ROD SET ON ANOTHER SOUTHERN LINE OF SAME TRACT PER BOOK 258, PAGE 114; THENCE N.87°49'08"W. ALONG SAID SOUTHERN LINE FOR 96.81 FEET TO A FOUND RAILROAD RAIL IN CONCRETE AT ANOTHER SOUTHWESTERLY CORNER OF SAME TRACT; THENCE N.02°10'50"E. ALONG THE WESTERN LINE OF SAID TRACT FOR 26.84 FEET TO A SET IRON ROD; THENCE LEAVING THE LINES OF THE LAST SAID TRACT N.87°49'10"W FOR 86.94 FEET TO AN IRON ROD SET ONE FOOT EAST FROM AN EXISTING STEEL PIPE FENCE CORNER POST; THENCE NORTHWESTERLY, PARALLEL WITH AND ONE FOOT NORTHERLY FROM SAID FENCE ON THE FOLLOWING THREE COURSES; N.31°42'04"W FOR 93.74 FEET TO A SET IRON ROD; THENCE N.58°52'31"W FOR 76.13 FEET TO A SET IRON ROD; THENCE N.88°50'48"W FOR 231.07 FEET TO A SET IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY 5, (A.K.A. ASHLEY ROAD); THENCE N.34°11'14"E. ALONG SAID RIGHT-OF-WAY LINE FOR 221.39 FEET TO THE POINT OF "BEGINNING", CONTAINING 2.62 ACRES, MORE OR LESS, AND BEING SUBJECT TO OR HAVING THE BENEFIT OF EASEMENTS AND/OR RESTRICTIONS OF RECORD OR NOT OF RECORD. (BEARINGS ARE BASED UPON A RESURVEY OF THE ADJACENT SCHOOL PROPERTY BY TIM J. REED, PLS #2089 DATED JUNE 15, 2007, AND FILED IN SURVEY BOOK 8, PAGE 333 OF THE COOPER COUNTY RECORDS.)

LEGEND

- ◇ FOUND HIGHWAY R/W MARKER
- FOUND 3/4" PIPE UNLESS NOTED
- SET 5/8"x24" IRON ROD WITH CA
- () RECORD SURVEY OR DEED INFO

TITLE: PLAT OF PARCEL LINE ADJUSTMENT SUR

OWNER: JAMES & JOLENE HODGES, H/W
CLIENT: CITY OF BOONVILLE
401 MAIN STREET
BOONVILLE, MO 65233

DRAWN: SURVEYED: PROJECT: DATE:
ARB: REK/ARB/CB: 454-001.15 12-2

MECO ENGINEERING COMPANY, INC.
2701 INDUSTRIAL DRIVE
BOONVILLE, MO 65233
(573) 893-5556

MO. PROF. LAND SURVEY CORP. LIC. #00

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOONVILLE, MO
MINUTES
June 28, 2017

The Directors of the Municipal Facilities Authority of the City of Boonville, MO met at the City Council Chambers on May 18, 2017. President Ken Hirlinger called the meeting to order at 6:28 PM.

Members present were Bob Irish, Sam Giroux, Wilbert Meyer, Harry Enderle, Ken Hirlinger, Tabitha Greis, Wendy Wooldridge, and Chad Gaines. Also present were Jim Gann, Economic Development Director, and Steve Young, City Council Representative.

President Hirlinger introduced new member Sam Giroux to the board. Welcome Sam.

Public Comments

There were no public comments.

Approval of Minutes

Minutes of the May 18, 2017 meeting were presented. One mistake was identified. The correction will be made and revised minutes sent to board members. The content of the minutes were approved 8-0 after a motion by Tabitha Greis and a second by Harry Enderle.

Treasurer's Report

The Treasurer's Report was presented by Treasurer Harry Enderle and reviewed by the Board. The Treasurer's Report was approved 8-0 after a motion by Wendy Wooldridge and a second by Wilbert Meyer.

Economic Developer's Report

Director of Economic Development, Jim Gann, reviewed his Economic Development Report for the month (attached).

Jim spent some time discussing the Lakeside with the Locators Seminar he attended.

President's Report

President Ken Hirlinger questioned if the IDA should take a lead on the housing shortage in Boonville. He didn't know if this was a topic for the MFA or IDA. A detailed discussion followed with several areas to explore such as providing incentives for development. A suggestion was made to have the IDA host a Housing Development Summit inviting all parties that touch the housing market such as contractors, bankers, real estate, and city staff. This idea will be explored at the next meeting.

The Project Switch people plan to make a site visit on July 13, 2017 from 8:00 am to 11:00 am. President Hirlinger asked if anyone could attend to represent IDA's interests. Sam Giroux, Wilbert Meyer, Ken Hirlinger, and Wendy Wooldridge plan to attend.

President Hirlinger appointed a Technology committee. Those serving on this committee are Sam Giroux, Tabitha Greis and chaired by Chad Gaines. The purpose is to address issues such as Broadband and provide the board with information to use to make wise decisions.

Next Board Meeting

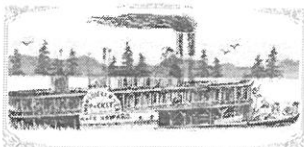
The next meeting of the IDA is scheduled for July 20, 2017 at 5:30 PM in the Council Chambers.

Adjournment

There being no further business a motion was made to adjourn by Tabitha Greis and seconded by Chad Gaines. The motion carried and the meeting was adjourned.

Respectfully submitted,

Bob Irish
Secretary



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 JULY 12, 2017

On the 12th of July 2017 at 12:00 P.M. the Housing Authority Commissioners
met at the Boonville Housing Authority Conference Room, 506 Powell Court, Boonville, MO 65233.

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

City Council Rep., Morris Carter	Chair, John Linville
Vice Chair, Marilyn Adkins	Secretary, Robert Rorah
Commissioner, Albert Turner	Commissioner, Charles Green
Commissioner, Laura Holman	Guest: Stacey Pagliaro
Absent: None	

There being a quorum present Chairperson, John Linville called the meeting to order and the following matters were placed on the table for discussion:

2. Meeting Minutes: Consideration was given and discussion held on minutes of the June 14, 2017. Albert Turner made motion to approved the minutes. The motion was seconded by Marilyn Adkins. The motion passed.

3. Bills and Communications: The UMB Bank Balance for July 12, 2017 was \$42,671.67. Consideration was given and discussion held on Bills Paid in June 2017. The Bank Reconciliation Statement from May 31, 2017 along with the corresponding Operating Budget Trial Balance were discussed and reviewed.

4. Report of the Secretary: PIC Report for June 30, 2017 was 100%. The Project Performance Reports for June 30, 2017 were also distributed and discussed, Tenant Occupancy was at 100%.

5. Unfinished Business:

- Real Estate Assessment Center (REAC) HUD inspection has been scheduled for August 31, 2017.
- Discussion was held on the new parking area on Winn Drive, excavation work should begin next week.

6. New Business:

- Consideration was given and discussion held on the Fiscal Year End (FYE) June 30, 2017 Annual Audit preparation. The Housing Authorities unaudited financial statements for FYE June 30, 2017 must be electronically submitted to HUD by August 31, 2017.

7. Miscellaneous: Discussion was held on Commissioner, Charles Green's term expiring and up for renewal/appointment by Mayor, Julie Thacher in September 2017. Commissioner, Charles Green agreed to accept another four-year term if appointed by Mayor, Thacher. All Commissioners thanked Charles and recommended the re-appointment.

8. Adjournment –. John Linville made motion to adjourn the meeting.

CHAIRPERSON _____ Date _____

SECRETARY _____ Date _____

Park Board Minutes
July 18, 2017

Members present: Kathleen Conway, Terry Davis, Albert Turner, Kevin Griffy, Matt Schneringer, YMCA, Paul Linhart and Katy Fjell, City of Boonville parks staff

Absent: Jimi Barbarotta and Vanessa Dorman, Council Representative.

A motion was made by Kathleen Conway to approve the May 16, 2017 Minutes as submitted. Seconded by Terry Davis. Motion carried.

Public Comments: None

Old Business: None

New Business:

- A. Activity Report: Kate Fjell and Paul Linhart reviewed the Activity Report with the Board.

Miscellaneous:

- A. Albert Turner asked about the status of a 'recreation bag' that could be checked out by citizens with a deposit for use at the home. These bags would provide backyard games, sports equipment, and other items for families to use. Matt volunteered for the YMCA to be the designated check out location for the bags. Kate and Paul said they would review the concept and report back at the next meeting
- B. Albert Turner inquired about the expectations and responsibilities of the Parks and Rec Board. He asked Paul and Kate to come back in August with some ideas on what the Parks Board role is.
- C. Kevin Griffy asked about the status of the Cancer Memorial Park. Kevin inquired when work would begin at the Cancer Park. Paul explained that Irl had given them an okay to proceed with development and that they had set some more benches. But as for planting and cleaning up the site, the time frame was unknown.
- D. Kevin inquired about the oversight at going on at Hail Ridge. He stated that he had heard comments about the maintenance at the golf course and if the City had any oversight into it. Terry also mentioned that he had comments about the maintenance and condition of the golf course.
- E. Albert asked about how many season passes had been purchased at the pool and if the increase in price had resulted in decreased sales. Paul said he would look into it and offer a report at the August meeting.

Respectfully submitted,

Kate Fjell
Asst. to the City Administrator



**HOUSING AUTHORITY
of the City of Boonville**

506 Powell Ct. Office: 660-882-7332
Boonville, MO 65233-1521 Fax: 660-882-6811



July 12, 2017

Mayor Julie Thacher
City Hall
401 Main Street
Boonville, MO 65233

Mayor Thacher,

Please consider Charles Green's re-appointment for another four years as Resident Board Member / Commissioner for the Housing Authority beginning September 2017. Charles does attend all housing authority board meetings, contributes to constructive discussion and opinions and says he looks forward to serving another four-years if re-appointed.

If you have any questions or concerns, please contact me.

Best regards,

Robert J. Rorah
Executive Director

Cc: Teresa Studley

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
July 20, 2017**

1. Follow up Items

- a. 7/22 Meeting of regional entrepreneurial ecosystem
- b. Community Comparison Scorecard

2. Missouri Partnership-Sourced Attraction Activities

- a. **Project Aurora** – Clean Room Manufacturing (Nordyne Plant)
 - i. 7/7 Communication from MOPAR – Leaning toward Western states (Handout)
- b. **Project T** – Manufacturing (Spec. Building)
 - i. 7/17 Communication from MOPAR – Still Active (Handout)
- c. **Project 20** – Agricultural Manufacturing (Nordyne Plant)
 - i. No activity
- d. **Project Tito** - Manufacturing (Nordyne Plant)
 - i. No activity

3. Locally-Sourced Attraction Activities

- a. **Project Big Mac** (Manufacturing)
 - i. No Activity
- b. **Project Spring** – (Food Manufacturing)
 - i. No Activity
- c. **Project Switch** (Biomaterials Processing)
 - i. Site visit on 7/13
 - ii. Summary of meeting
 - iii. Next steps
- d. **Project Sword** (Greenfield Major Tourism)
 - i. No Activity
- e. **Project Corn** (Port Facility) – Alternative energy production
 - i. No Activity
- f. **Project Bed** (Green Field or Kemper Campus) – Quasi-governmental service provider
 - i. No Activity expected until May 2018 at the earliest
- g. **Project Pen** (Green Field) – Materials Processing
 - i. No Activity

4. Expansion/Retention Activities

- a. No Activity

5. Economic Gardening Activities

- a. Meeting with Kelly Asbury SFCC-SBTDC on 7/6

6. Community Engagement Initiatives

- a. Restart of Leadership Boonville – Jim, Kate and Katie

7. Workforce Development

- a. Update of our labor shed report 2015 – Perhaps April of '18 – Postponed to '19?

8. Kemper Campus

- a. No Activity

9. Other Matters

- a. Broadband Discussion
 - i. Meeting with Phynx Fiber (7/10) (Handout)
 - ii. Proposal from Sellenriek (7/10) (Handout)
 - iii. Article concerning Columbia's Fiber (Handout)
 - iv. Remote Worker Hiring Spree Article (Handout)
- b. Get the Deal Done... Recruitment Article (Handout)
- c. Study to determine feasibility of port... (Handout)
- d. What if manufacturing came back ... (Handout)

10. Upcoming Activities

- a. Traveling on Mizzou business 7/31 – 8/3
- b. Fusion Matrix meeting with Boonville R-I on 7/24

******* NEWS RELEASE*******

CITY OF BOONVILLE PUBLIC WORKS DEPARTMENT

August 1, 2017

**** For Immediate Release ****

Contact: M. L. Cauthon III, Director of Public Works; 660-882-5257, 660-882-8218 fax

Subject: Yard Waste Site at City Services Building, Closed

The Yard Waste site at the City Services Building is closed to public use until further notice.

Persistent abuse by illegal dumping at the site has forced this action. The site is clearly posted with a sign indicating that only yard waste is allowed.



Parks and Recreation Activity Report: July 18, 2017

Project Pele

The City and School District continue to work together on Project Pele. The City has engaged the firm of Byrne and Jones to do the artificial turf construction work. We anticipate this work beginning in the fall. The Sports field lighting and the natural grass fields bid were awarded to Qualite and Advanced Turf Solutions, respectively. Contracts are still yet to be drafted and approved. The sports lighting and pathway lighting will all be LED, controlled remotely and have dimming capabilities. There are two natural grass fields, the new football practice field and the championship soccer field. Advanced Turf Solutions works with us already on our baseball fields and at Hail Ridge.

The City construction crews have begun rebuilding the emergency access road for the football field. The road will be complete in time for the first football game in August.

Heritage Days

Heritage Days 2017 was another successful year. The Parks and Rec crews as well as the public works crews finished all the necessary work in time for the activities. Although Heritage Days is an annual event and the work is similar year over year; there is significant planning, set up, cleaning and prep work by the City, Heritage Days Committee and the Chamber for each successful event.

Blue Marlins Swim Season

Since our last meeting, the Boonville pool hosted five meets for the summer season on 6/16, 6/24, 6/28, 7/8, and 7/15. The 7/15 meet was a conference meet and hosted eight teams in an all-day meet. The other meets were held with limited interruption to the regular operation of the Aquatic Center.

Aquatic Center

The Aquatic Center has generally been going well this season. Total Admission from 5/27-7/8 is 12,175 people. We recently hired three additional lifeguards due to some staffing changes in the middle of the season.

Construction Work

Parks crews have been doing some additional work through the City's construction jobs this summer. They have been doing street repairs and assisted Steve with the construction of the new golf cart shed at Hail Ridge.

Ballfields

Mark and the ballfield crews have been busy keeping up with T-ball, softball, and baseball leagues. Most of the league play has completed for the season. It has been another successful year. The City is hosting a regional tournament (a second tournament was cancelled)

Solar Eclipse

Preparations are underway for the solar eclipse, Monday, August 21st. City and county staff have been meeting for several months. The City is offering camping at Kemper Park, RV parking on 2nd Street and a "drive-in" viewing station at the airport.



July 17, 2017

Julie Thacher
Mayor
401 Main Street
Boonville, MO 65233

Dear Mayor:

Altice USA ("Altice" or "the Company") hereby notifies you that effective August 15, 2017, the SD/HD Non-DVR Cable Box rate of \$7.00 a month will be \$10.00 a month for all *new* residential customers. All video service pricing for current Suddenlink customers is unaffected. This change is consistent with rates currently assessed by other industry providers.

Should you have any questions, please do not hesitate to contact me at 816-273-0231 or by email at lee.smiley@alticeusa.com.

Sincerely,



Lee Ann Smiley

Director System Operations
Altice - Suddenlink Communications
Email: lee.smiley@alticeusa.com
Cell: 816-294-1950
Desk: 816-273-0231



Together has no limits



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

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

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

July 25, 2017

City of Boonville
401 Main Street
Boonville, MO 65233



Dear Mayor and City Council:

Please accept our profound gratitude to you for your donation of funds in the amount of \$15,000.00 to the Howard County Prosecuting Attorney's Office. Your generosity and continued willingness to provide us with these funds ensure that the people of our county—and consequently yours, as our immediate neighbor across the river—are provided with a safe community in which to raise their families, one in which law enforcement and justice can be assured.

Thank you for your faithful, consistent support to the prosecutor's office and the citizens of Howard County over the years.

Sincerely,

Deborah K. Riekhof
Howard County Prosecuting Attorney

DKR:nsc

STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF: JUNE 30TH, 2017

7490 Norm

01 -GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
01 -GENERAL FUND		5,686,000.00	320,301.60	831,289.87	0.00	4,854,710.13	85.38
*** TOTAL REVENUES ***		5,686,000.00	320,301.60	831,289.87	0.00	4,854,710.13	85.38
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		738,300.00	71,642.76	165,867.60	0.00	572,432.40	77.53
POLICE		1,739,600.00	212,837.58	459,218.19	0.00	1,280,381.81	73.60
FIRE DEPARTMENT		529,575.00	73,454.49	143,758.69	0.00	385,816.31	72.85
STREET DEPARTMENT		780,300.00	67,888.22	138,823.15	0.00	641,476.85	82.21
CENTRAL GARAGE		64,725.00	4,850.38	13,812.55	0.00	50,912.45	78.66
AIRPORT		165,050.00	8,090.68	22,884.13	0.00	142,165.87	86.14
ANIMAL CONTROL		101,600.00	10,218.39	23,027.90	0.00	78,572.10	77.33
PARKS & RECREATION		478,250.00	79,833.14	156,151.72	0.00	322,098.28	67.35
SWIMMING POOL		184,400.00	61,073.79	79,263.08	0.00	105,136.92	57.02
NON-OPERATING EXPENDITURE		127,000.00	828.08	1,834.43	0.00	125,165.57	98.56
CEMETERY		15,200.00	1,942.85	5,833.85	0.00	9,366.15	61.62
MUNICIPAL COURT		38,000.00	2,752.64	6,420.16	0.00	31,579.84	83.10
COP-DEBT SERVICE		774,000.00	63,482.32	190,446.96	0.00	583,553.04	75.39
MAJOR PROJECTS		143,660.00	114,157.47	195,560.51	0.00	(51,900.51)	36.13-
*** TOTAL EXPENDITURES ***		5,879,660.00	773,052.79	1,602,902.92	0.00	4,276,757.08	72.74
*** TOTAL PROFIT / (LOSS) ***		(193,660.00)	(452,751.19)	(771,613.05)	0.00	577,953.05	298.44-

7 payrolls

STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF: JUNE 30TH, 2017

02 -SANITATION

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
02 -SANITATION		<u>664,000.00</u>	<u>52,501.51</u>	<u>168,991.26</u>	<u>0.00</u>	<u>495,008.74</u>	<u>74.55</u>
*** TOTAL REVENUES ***		<u>664,000.00</u>	<u>52,501.51</u>	<u>168,991.26</u>	<u>0.00</u>	<u>495,008.74</u>	<u>74.55</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
COLLECTION		<u>664,000.00</u>	<u>73,480.07</u>	<u>137,044.61</u>	<u>0.00</u>	<u>526,955.39</u>	<u>79.36</u>
*** TOTAL EXPENDITURES ***		<u>664,000.00</u>	<u>73,480.07</u>	<u>137,044.61</u>	<u>0.00</u>	<u>526,955.39</u>	<u>79.36</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>0.00</u>	<u>(20,978.56)</u>	<u>31,946.65</u>	<u>0.00</u>	<u>(31,946.65)</u>	<u>0.00</u>
		=====	=====	=====	=====	=====	=====

STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF: JUNE 30TH, 2017

06 -WATER WORKS FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
06	-WATER WORKS FUND	2,418,600.00	225,039.42	600,479.25	0.00	1,818,120.75	75.17
***	TOTAL REVENUES ***	2,418,600.00	225,039.42	600,479.25	0.00	1,818,120.75	75.17
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	364,820.00	15,037.91	62,376.89	0.00	302,443.11	82.90
	WATER DISTRIBUTION	288,150.00	15,621.28	47,517.54	0.00	240,632.46	83.51
	WATER TREATMENT PLANT	1,062,800.00	83,896.09	309,129.29	0.00	753,670.71	70.91
	DEBT SERVICE	0.00	46,141.43	139,174.29	0.00	(139,174.29)	0.00
	CAPITAL PROJECTS	269,230.00	11,531.35	60,445.10	0.00	208,784.90	77.55
***	TOTAL EXPENDITURES ***	1,985,000.00	172,228.06	618,643.11	0.00	1,366,356.89	68.83
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	433,600.00	52,811.36	(18,163.86)	0.00	451,763.86	104.19
		=====	=====	=====	=====	=====	=====

STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF: JUNE 30TH, 2017

07 -CAPITAL IMPROVEMENTS FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
07	-CAPITAL IMPROVEMENTS	<u>145,000.00</u>	<u>11,256.73</u>	<u>11,321.96</u>	<u>0.00</u>	<u>133,678.04</u>	<u>92.19</u>
***	TOTAL REVENUES ***	<u>145,000.00</u>	<u>11,256.73</u>	<u>11,321.96</u>	<u>0.00</u>	<u>133,678.04</u>	<u>92.19</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	CAPITAL IMPROVEMNTS	<u>172,300.00</u>	<u>54.00</u>	<u>1,605.36</u>	<u>0.00</u>	<u>170,694.64</u>	<u>99.07</u>
***	TOTAL EXPENDITURES ***	<u>172,300.00</u>	<u>54.00</u>	<u>1,605.36</u>	<u>0.00</u>	<u>170,694.64</u>	<u>99.07</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(27,300.00)	11,202.73	9,716.60	0.00	(37,016.60)	135.59
		=====	=====	=====	=====	=====	=====

STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF: JUNE 30TH, 2017

08 -WASTE WATER FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
08 -WASTE WATER FUND		2,353,350.00	197,887.08	590,561.64	0.00	1,762,788.36	74.91
*** TOTAL REVENUES ***		2,353,350.00	197,887.08	590,561.64	0.00	1,762,788.36	74.91
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		309,650.00	14,521.67	39,097.06	0.00	270,552.94	87.37
SEWERAGE COLLECTION		450,600.00	21,876.01	53,294.20	0.00	397,305.80	88.17
WASTE WATER TREATMENT		739,100.00	52,686.71	128,507.88	0.00	610,592.12	82.61
WASTE WATER CONSTRUCTION		503,000.00	82,590.83	146,757.49	0.00	356,242.51	70.82
CAPITAL PROJECTS		351,000.00	12,162.50	52,332.04	0.00	298,667.96	85.09
*** TOTAL EXPENDITURES ***		2,353,350.00	183,837.72	419,988.67	0.00	1,933,361.33	82.15
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		0.00	14,049.36	170,572.97	0.00	(170,572.97)	0.00
		=====	=====	=====	=====	=====	=====

STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF: JUNE 30TH, 2017

16 -TOURISM TAX
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
16	-TOURISM TAX	239,000.00	29,304.59	64,877.06	0.00	174,122.94	72.85
***	TOTAL REVENUES ***	239,000.00	29,304.59	64,877.06	0.00	174,122.94	72.85
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	239,000.00	25,457.61	73,119.50	0.00	165,880.50	69.41
***	TOTAL EXPENDITURES ***	239,000.00	25,457.61	73,119.50	0.00	165,880.50	69.41
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	3,846.98	(8,242.44)	0.00	8,242.44	0.00
		=====	=====	=====	=====	=====	=====

STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF: JUNE 30TH, 2017

17 -GAMING TAXES
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
17	-GAMING TAXES	3,534,000.00	328,192.06	905,969.24	0.00	2,628,030.76	74.36
***	TOTAL REVENUES ***	3,534,000.00	328,192.06	905,969.24	0.00	2,628,030.76	74.36
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
01	-ADMINISTRATION	4,080,000.00	47,911.51	250,907.30	0.00	3,829,092.70	93.85
***	TOTAL EXPENDITURES ***	4,080,000.00	47,911.51	250,907.30	0.00	3,829,092.70	93.85
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(546,000.00)	280,280.55	655,061.94	0.00	(1,201,061.94)	219.97
		=====	=====	=====	=====	=====	=====

STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF: JUNE 30TH, 2017

20 -PARK/STORMWATER SALES TAX
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	APPROPRIATIONS (REVISED)	M-T-D EXPENDITURES	Y-T-D EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED
<u>REVENUE SUMMARY</u>							
20	-PARK/STORMWATER SALES	757,000.00	60,574.90	159,445.24	0.00	597,554.76	78.94
***	TOTAL REVENUES ***	757,000.00	60,574.90	159,445.24	0.00	597,554.76	78.94
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	2,517,000.00	18,467.72	639,466.57	0.00	1,877,533.43	74.59
***	TOTAL EXPENDITURES ***	2,517,000.00	18,467.72	639,466.57	0.00	1,877,533.43	74.59
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(1,760,000.00)	42,107.18	(480,021.33)	0.00	(1,279,978.67)	72.73
		=====	=====	=====	=====	=====	=====