CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
March 20, 2017
7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

I. Call to Order – Pledge and Prayer (Ned Beach)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the March 6, 2017 Council Meeting

V. Consent Items

a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) Discussion/Action of Amending Ordinances to Set Forth Policy Prohibiting Conflicts of Interest Bill No. 2017-004 and new Bill No. 2017-012
B) Second Reading of Bill No. 2017-006 Amending Code of General Ordinances Section 2-35; Adopting the March 2017 City of Boonville Personnel Manual
C) Second Reading of Bill No. 2017-007 Changing Rates to be Paid for Water and Water Services
D) Second Reading of Bill No. 2017-008 Changing Rates to be Paid for Wastewater Services
E) Second Reading of Bill No. 2017-009 Approving the Budget for Fiscal Year 2017-18
F) Consider Resolution R2017-02 Approving an Agreement with Cody Martin Excavating LLC for the Grading of Soccer Fields and an agreement with Dyllon Marsolf Construction LLC for the "A" Barracks Clay Tile Roof Project

VIII. New Business

A) First and Second Reading of Bill No. 2017-010 Amending the Budget for FY2016-2017

IX. Reports of Standing Committees

A) Planning and Zoning Commission – March 14, 2017 (Steve Young)
B) Housing Authority – March 8, 2017 (Ned Beach)
C) Airport Advisory Committee – December 12, 2016 (Susan Meadows)
D) Historic Preservation Board – March 13, 2017 (Vanessa Dorman)
E) Tourism Commission – March 14, 2017 (Ned Beach)

X. Reports of City Officials

City Administrator

Mayor

- Housing Authority Appointment

City Counselor

Economic Developer

- Economic Development Report – March 16, 2017

City Clerk

XI. Miscellaneous

XII. Adjourn

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

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting
Minutes
March 6, 2017

The Boonville City Council met in Regular Session on March 6, 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 Ms. Susan Meadows led the prayer after the pledge of allegiance.

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

Brad Wooldridge, City Prosecuting Attorney, addressed the Council about Bill No. 2017-004 which will amend ordinances setting forth a policy prohibiting conflicts of interest for the office of city attorney and city counselor. Mr. Wooldridge expressed his opinion that he is in support of a formal conflict policy; however, he feels that the bill should be tabled until after the election due to the significant impact that the ordinance will have on the position. Mr. Wooldridge added that in his opinion the bill is vague and ambiguous. Mr. Wooldridge stated that the bill states that the City Attorney cannot practice criminal defense in the State of Missouri. In his opinion, he does not feel that it would be a conflict interest for defending a criminal case for someone in another jurisdiction in the State of Missouri. Mr. Wooldridge added that in his opinion the wording of the bill should not say "in any jurisdiction"; but be replaced with language along the lines of "in any matter involving the Boonville Police Department or within the City limits of Boonville". Mr. Wooldridge then addressed his concern about the language used for the conflict of interest on "civil practice of law". Mr. Wooldridge stated that in his opinion, the wording "foreseeably could be in conflict of interest with the professional duties and responsibilities of this office" is very broad. Mr. Wooldridge added that in his opinion with this language added to the bill, the City Attorney and the City Counselor could not purchase real estate or have business investments because of the potential conflict of interest that it may pose. Mr. Wooldridge stated that he emailed Ms. Mayes, Mr. Tessendorf, and the Council Members with his suggestions about

revisions to the bill. Mayor Thacher questioned Mr. Wooldridge as to the time that he sent the email. Mr. Wooldridge responded that he sent the email at 1:14 p.m., today's date. Mayor Thacher stated that she had not received nor had she seen the email that was sent to the Council. Mayor Thacher expressed her concern that the email seemed "last minute", wanting the review of his suggestions and proposed changes. Mayor Thacher stated that she felt that it is very difficult for the City Council to make decisions on a topic with only a few hours notice and that his follow up on his concerns, should have been made much sooner.

APPROVAL OF THE MINUTES OF THE FEBRUARY 21, 2017 COUNCIL MEETING

Mr. Beach stated that on page six of the council packet, first paragraph, first line down, "Mr. Tessendorf stated that he wanting" should be "he was wanting or he wanted". Ms. Studley noted the amendments to the minutes.

There were no other amendments to be made. The February 21, 2017 minutes were approved as amended.

CONSENT ITEMS

None.

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

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2017-004 AMENDING ORDINANCES TO SET FORTH POLICY PROHIBITING CONFLICTS OF INTEREST

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved and Mr. Beach seconded the motion to approve this bill. Mr. Beach expressed his concerns that the bill precludes the City Attorney from practicing criminal law. Mr. Beach explained for a "small town" lawyer to survive, the practicing of all aspects of the law are vital. Mr. Beach described several instances that his family lawyer provided such services for him and his family. Mr. Beach stated that he will not vote for the bill because the language will not allow the practice of criminal law. Mr. Beach praised Ms. Mayes and Mr. Tessendorf for speaking with him freely on the proposed bill. Mr. Young stated that when Mr. Wooldridge contacted him in reference to said bill, he told Mr. Wooldridge to meet with Ms. Mayes and Mr. Tessendorf due to the fact that he feels that it would be

difficult for the Council to make a decision when it comes down to the language of the law. Mr. Young felt that a compromise could be found with that discussion. Mr. Carter moved and Mr. Beach seconded the motion to table the bill until the next city council meeting giving Council time to discuss and find out the concerns on the bill. Roll call was taken. Ayes: Meadows, Beach, Hurt, Carter, Stock, and Young. Total (6). Opposed: None. Total (0). Absent: Ehlers and Dorman. Total (2). Motion Carried.

AWARD BID FOR "A" BARRACKS ROOF REPLACEMENT

Mayor Thacher invited Dennis Paul from Septagon to come forward and brief the council on the project. Mr. Paul gave a brief overview of the roof replacement project at Kemper Military School, "A" Barracks. Mr. Paul stated that approximately $300,000 was set aside in the budget to replace the tile roof. There were five bids on the project, with Dyllon Marsolf Construction LLC being significantly lower than the other bids and lower than the project estimate. Mr. Paul believes with the money saved, the windows to the building could be addressed, however that would be a separate contract. Mr. Beach moved and Mr. Carter seconded the motion to award the bid for "A" Barracks Roof Replacement to Dyllon Marsolf Construction LLC. Roll call was taken. Ayes: Meadows, Beach, Hurt, Carter, Stock, and Young. Total (6). Opposed: None. Total (0). Absent: Ehlers and Dorman. Total (2). Motion Carried.

SECOND READING OF BILL NO. 2017-005 AUTHORIZING THE MAYOR TO AMEND THE COMMUNICATIONS SITE LEASE AGREEMENT AT COUNCIL CHAMBERS

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved and Ms. Meadows seconded the motion to approve this bill. With no questions, roll call was taken. Ayes: Meadows, Beach, Hurt, Carter, Stock, and Young. Total (6). Opposed: None. Total (0). Absent: Ehlers and Dorman. Total (2). Motion Carried.

AWARD BID FOR SOCCER FIELDS GRADING AND RETAINING WALL IMPROVEMENTS

Mayor Thacher invited Scott Vogler with MECO to come forward and brief the council on the project. Mr. Vogler gave a brief overview of the soccer field grading and retaining wall replacement. Mr. Vogler stated that he has met with Cody Martin in reference to his bid and Mr. Martin felt confident that he could complete the job at that lower bid and willing to accept it. Mayor Thacher recognized Cody Martin's wife in attendance at the meeting. Mr. Carter moved and Ms. Meadows seconded the motion to award the bid for the Soccer Fields Grading and Retaining Wall Improvements to Cody Martin Excavating LLC. Roll call was taken. Ayes: Meadows, Beach, Hurt, Carter, Stock, and Young. Total (6). Opposed: None. Total (0). Absent: Ehlers and Dorman. Total (2). Motion Carried.

NEW BUSINESS

FIRST READING OF BILL NO. 2017-006 AMENDING CODE OF GENERAL ORDINANCES SECTION 2-35; ADOPTING THE MARCH 2017 CITY OF BOONVILLE PERSONNEL MANUAL

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

FIRST READING OF BILL NO. 2017-007 CHANGING RATES TO BE PAID FOR WATER AND WATER SERVICES

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

FIRST READING OF BILL NO. 2017-008 CHANGING RATES TO BE PAID FOR WASTEWATER SERVICES

Ms. Studley read, by title only, a copy of the bill. Mr. Tessendorf stated that in the past year there has been negative feedback from customers in reference to how the sewer averages on a residential customer is calculated. Therefore, Mr. Tessendorf requested that Ms. Studley explain how the residential customers' sewer charges are configured and why. Ms. Studley explained to the Council how the sewer is figured for the residential customers. Ms. Studley explained that the sewer average is figured based on the water consumption used in the winter months when customers are generally not filling pools, water lawns, and washing cars. Therefore, the customer only gets charged for water that is going down the drain. Mr. Tessendorf wanted the Council to be aware of how the sewer charges are calculated and if there was a different method that the Council felt should be used, they may pursue that.

CONSIDER JOINT RESOLUTION R2017-01 GRANT PROPOSAL WITH THE COOPER COUNTY COMMISSION AND THE UNIVERSITY OF MISSOURI FOR ECONOMIC DEVELOPMENT

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

FIRST READING OF BILL NO. 2017-009 APPROVING THE BUDGET FOR FISCAL YEAR 2017-18

Ms. Studley presented the Council with the final budget in hand, available for review by Council, if requested. Ms. Studley read, by title only, a copy of the bill.

FIRST AND SECOND READING OF BILL NO. 2017-011 AUTHORIZING A LEASE PURCHASE AGREEMENT FOR D5 DOZER WITH FIRST STATE COMMUNITY BANK

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved and Mr. Stock seconded the motion for approval. Mr. Tessendorf explained to the Council that he wanted to have this consummated before the end of the fiscal year. Mr. Tessendorf explained that there will be a down payment of $50,000, then financing the difference at a very low rate. Mr. Beach inquired who FS Leasing LLC was. Mr. Tessendorf responded that FS Leasing LLC is First State Community Bank. Roll call was taken. Ayes: Meadows, Beach, Hurt, Carter, Stock, and Young. Total (6). Opposed: None. Total (0). Absent: Ehlers and Dorman. Total (2). Motion Carried.

REPORTS OF STANDING COMMITTEES

PLANNING AND ZONING COMMISSION – FEBRUARY 14, 2017

Mr. Young advised that the meeting was cancelled.

STREET, ALLEY, AND SANITATION BOARD – FEBRUARY 22, 2017

Ms. Meadows advised that the meeting was cancelled.

POLICE BOARD – FEBRUARY 13, 2017

Mr. Hurt advised the minutes are in the packet and he was available for any questions. There were no questions.

PARKS AND RECREATION BOARD – FEBRUARY 22, 2017

Mr. Young advised that he was unable to attend the meeting; however, the minutes are available in the council packet. Mr. Beach questioned Mr. Nauman on the rates for the aquatics center that were discussed at the meeting.

INDUSTRIAL DEVELOPMENT AUTHORITY – FEBRUARY 16, 2017

Mayor Thacher advised that the minutes are available for review in the packet.

MUNICIPAL FACILITIES AUTHORITY – FEBRUARY 16, 2017

Mayor Thacher advised that the minutes are available for review in the packet.

Mr. Carter advised that there was no meeting due to lack of quorum; however, Mr. Tessendorf briefed the board on the water and wastewater budget.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Mr. Tessendorf updated the council on what was decided for the Orscheln's Credit Cards through UMB Bank. Mr. Tessendorf stated the Ms. Studley suggested that instead of using the UMB Orscheln's Credit Card, it would be more feasible to use the City's travel credit cards that is already used. Therefore, it was decided to use the travel credit cards.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

CITY CLERK

No report was offered.

MISCELLANEOUS

Mr. Beach thanked Mr. Tessendorf for the Street Inventory list for 2017 that was included in the council packet.

M.L. Cauthon, Director of Public Works, referenced the fliers included in the council packet advising the specific dates announced by Advanced Disposal for the City of Boonville Residential Spring Clean Up and for the Cooper County Household Hazardous Waste/Electronic Waste Collection.

Mr. Hurt advised that one of his constituents contacted him in reference to the signage on Hwy 87 relating to the speed limit. There seems to be some confusion for some drivers if they need to go down to 25 miles per hour or to continue with the 55 miles per hour speed once they come into town. Mr. Cauthon advised that the signage on Hwy 87 is maintained by MoDOT, and he will make contact with them to inquire if the signage could be changed.

ADJOURN

With no further discussion, Ms. Carter moved and Mr. Beach seconded the motion to adjourn at 7:50 p.m. and the voice vote was unanimous.

Respectfully Submitted,

_____

Teresa Studley, City Clerk

Approved:

_____

Julie Thacher, Mayor

ORDINANCE APPROPRIATING MONEY

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

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on March 20, 2017 the sum of **$1,029,303.82**

General Fund	$276,267.95
Sanitation	$20,610.75
CIP Tax	$8,148.20
Water Works	$101,920.68
Capital Projects	$0.00
Waste Water	$51,939.41
Tourism	$10,434.49
Gaming	$559,848.50
Parks/Water	$133.84

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 $1,029,303.82 being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on March 20, 2017 read for the second time this 20th day of March, 2017 since a copy was made available prior to the meeting.

Approved March 20, 2017 _____

Mayor

Endorsed March 20, 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

BILL NO. 2017-004 **ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING SECTIONS 2-73 AND 2-76 OF THE CODE OF GENERAL ORDINANCES TO SET FORTH THE CITY'S POLICY PROHIBITING CONFLICTS OF INTEREST

WHEREAS: The City of Boonville employs two attorneys to represent the interests of the City in different capacities and expects each to faithfully demean himself in the performance of the functions and duties prescribed by ordinance; and

WHEREAS: Missouri Supreme Court Rule 4 governing the conduct of the Missouri Bar contains multiple provisions prohibiting conflicts of interest in the public and private practice of law designed to protect clients, the integrity of the profession, and the administration of justice; and

WHEREAS: section 56.360, RSMo, makes it unlawful for any state prosecutor to accept private employment in a criminal matter; and

WHEREAS: the Missouri Association of Prosecuting Attorneys published a 2016 position paper urging municipal prosecutors be held to an ethical standard that prohibits representation of criminal defendants while serving as the prosecuting attorney of a municipality; and

WHEREAS: in order to preserve the integrity of prosecution of its municipal code, the City of Boonville wishes to adopt a formal conflict of interest policy which is consistent with state law requirements for state prosecuting attorneys and which prevents the appearance of impropriety in the representation of the legal interests of the city.

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

SECTION 1: That as and for the following amendments to the Code of General Ordinances of the City of Boonville, set forth herein at Sections 2 and 3, text that is bracketed ([ ]) and ~~struck through~~ shall be deleted, and text in **bold print** shall be added.

SECTION 2: That Section 2-73 of the Code of General Ordinances shall be amended as follows:

Sec. 2-73. – Qualifications**; conflicts of interest prohibited**.

No person shall be eligible to hold the office of city attorney or city counselor unless he is a person licensed to practice law in Missouri. **During the term of office for which he has been elected, the city attorney is prohibited from representing any party other than the city of Boonville, the state of Missouri, or any of its political subdivisions in any criminal proceeding or municipal ordinance violation case or proceeding in any jurisdiction. Nothing herein shall be deemed to preclude the civil practice of law by the city attorney. Because the city counselor and city attorney are public officers of the city, neither shall engage in activities in which his personal or professional interests are or foreseeably could be in conflict with the professional duties and responsibilities of his office. While in office, neither the city counselor nor city attorney shall assume or undertake representation of any client other than the city if such representation will be directly adverse to the city or its interests. It shall be a conflict of interest for the city attorney to file any complaint in the municipal division of the Circuit Court of Cooper County against any person the attorney currently represents in a civil matter or where the attorney currently represents any victim of the alleged crime.**

(Ord. No. 2863, §§ 1, 2, 2-1-88**, Ord. No. _____, § 2, _____**)

SECTION 3: That Section 2-76 of the Code of General Ordinances shall be amended as follows:

Sec. 2-76. – Sickness**, conflict of interest** or absence.

In case of sickness or absence from the city or other temporary inability of the city attorney to discharge the duties of his office, **including a conflict of interest in any matter referred to him by the city for prosecution,** he may, with the approval of the mayor, appoint some competent attorney to act in his stead during such sickness, absence from the city or other inability of the city attorney. If such appointment is not made as aforesaid, then it shall be the duty of the judge of the circuit court, municipal division, to appoint some competent attorney to represent the city in all cases before the circuit court, municipal division, pending such temporary inability of the city attorney to

perform the duties of his office; and the person so appointed shall possess the same power and receive the same fee as the proper officer would if he were present.

(Ord. No. 2863, § 1, 2, 2-1-88, **Ord. No. _____, § 2, 3, _____**)

SECTION 4: This Ordinance shall take effect and be in full force from and after its passage and approval.

FIRST READING: February 21, 2017

READ FOR THE SECOND TIME AND PASSED THIS 6th DAY OF MARCH, 2017, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.

_____
PRESIDENT OF THE COUNCIL

APPROVED THIS 6TH DAY OF MARCH, 2017

_____
JULIE THACHER, MAYOR

ATTEST:

_____
TERESA STUDLEY, CITY CLERK

BILL NO. 2017-012 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING SECTIONS 2-73 AND 2-76 OF THE CODE OF GENERAL ORDINANCES TO SET FORTH THE CITY'S POLICY PROHIBITING CONFLICTS OF INTEREST

WHEREAS: The City of Boonville employs two attorneys to represent the interests of the City in different capacities and expects each to faithfully demean himself in the performance of the functions and duties prescribed by ordinance; and

WHEREAS: Missouri Supreme Court Rule 4 governing the conduct of the Missouri Bar contains multiple provisions prohibiting conflicts of interest in the public and private practice of law designed to protect clients, the integrity of the profession, and the administration of justice; and

WHEREAS: section 56.360, RSMo, makes it unlawful for any state prosecutor to accept private employment in a criminal matter; and

WHEREAS: the Missouri Association of Prosecuting Attorneys published a 2016 position paper urging municipal prosecutors be held to an ethical standard that prohibits representation of criminal defendants while serving as the prosecuting attorney of a municipality; and

WHEREAS: in order to preserve the integrity of prosecution of its municipal code, the City of Boonville wishes to adopt a formal conflict of interest policy which is consistent with state law requirements for state prosecuting attorneys and which prevents the appearance of impropriety in the representation of the legal interests of the city.

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

SECTION 1: That as and for the following amendments to the Code of General Ordinances of the City of Boonville, set forth herein at Sections 2 and 3, text that is bracketed ([ ]) and ~~struck through~~ shall be deleted, and text in **bold print** shall be added.

SECTION 2: That Section 2-73 of the Code of General Ordinances shall be amended as follows:

Sec. 2-73. – Qualifications**; conflicts of interest prohibited**.

No person shall be eligible to hold the office of city attorney or city counselor unless he is a person licensed to practice law in Missouri. **During the term of office for which he has been elected, the city attorney is prohibited from representing any party other than the city of Boonville, the state of Missouri, or any of its political subdivisions in any criminal proceeding or municipal ordinance violation case or proceeding in the 18th Judicial Circuit. Nothing herein shall be deemed to preclude the civil practice of law by the city attorney. Because the city counselor and city attorney are public officers of the city, neither shall engage in activities in which his personal or professional interests are or foreseeably could be in conflict with the professional duties and responsibilities of his office. While in office, neither the city counselor nor city attorney shall assume or undertake representation of any client other than the city if such representation will be directly adverse to the city or its interests. It shall be a conflict of interest for the city attorney to file any complaint in the municipal division of the Circuit Court of Cooper County against any person the attorney currently represents in a civil matter or where the attorney currently represents any victim of the alleged crime.**

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In case of sickness or absence from the city or other temporary inability of the city attorney to discharge the duties of his office, **including a conflict of interest in any matter referred to him by the city for prosecution,** he may, with the approval of the mayor, appoint some competent attorney to act in his stead during such sickness, absence from the city or other inability of the city attorney. If such appointment is not made as aforesaid, then it shall be the duty of the judge of the circuit court, municipal division, to appoint some competent attorney to represent the city in all cases before the circuit court, municipal division, pending such temporary inability of the city attorney to

perform the duties of his office; and the person so appointed shall possess the same power and receive the same fee as the proper officer would if he were present.

(Ord. No. 2863, § 1, 2, 2-1-88, **Ord. No. _____, § 2, 3, _____**)

SECTION 4: This Ordinance shall take effect and be in full force from and after its passage and approval.

FIRST READING: March 20, 2017

READ FOR THE SECOND TIME AND PASSED THIS 3rd DAY OF APRIL, 2017, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READINGS.

_____
PRESIDENT OF THE COUNCIL

APPROVED THIS 3rd DAY OF APRIL, 2017

_____
JULIE THACHER, MAYOR

ATTEST:

_____
TERESA STUDLEY, CITY CLERK

RESOLUTION NO. R2017-02

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING AGREEMENTS BETWEEN CODY MARTIN EXCAVATING LLC. AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO GRADING OF SOCCER FIELDS; AND BETWEEN DYLLON MARSOLF CONSTRUCTION, LLC AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO "A" BARRACKS CLAY TILE ROOF PROJECT; AND PROVIDING AN EFFECTIVE DATE THEREFOR

WHEREAS, the City of Boonville has solicited and received bids for both projects; and

WHEREAS, the City Council has previously awarded the respective bids to **Cody Martin Excavating LLC.** and **Dyllon Marsolf Construction,** LLC as the lowest and best bids pursuant to the purchasing code set forth in Section 2-20 of the City of Boonville Code of Ordinances;

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

SECTION 1: That a certain Agreement between **Cody Martin Excavating LLC.** and the City of Boonville, Missouri relating to the **Grading of Soccer Fields**, a copy of which is marked "**Exhibit A**" is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That a certain Agreement between **Dyllon Marsolf Construction LLC.** and the City of Boonville, Missouri relating to the **"A" Barracks Clay Tile Roof Project** , a copy of which is marked "**Exhibit B**" is attached hereto and made a part hereof, is hereby approved.

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

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

Passed this 20th day of March 2017, by the City Council of Boonville, Missouri

_____

Julie Thacher, Mayor

ATTEST:

_____

Teresa Studley, City Clerk

Exhibit "B"

AIA® Document A105™ – 2007

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

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

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

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

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

Dyllon Marsolf Construction, LLC
1615 Sky Ranch Cir
Bolivar, Missouri 65613
Telephone Number: 417-326-9636

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

City of Boonville
Tile Roof Project

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

Not Applicable

The Owner and Contractor agree as follows.

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

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

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

Init.
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(3B9ADA1D)

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10 CHANGES IN THE WORK

11 TIME

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14 CORRECTION OF WORK

15 MISCELLANEOUS PROVISIONS

16 TERMINATION OF THE CONTRACT

17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications , dated January 11, 2017 , and enumerated as follows:

Drawings:

Number	Title	Date
N/A		

Specifications:

Section	Title	Date
See Exhibit "A"		January 11, 2017

.3 addenda prepared by the Owner as follows:

Number	Date	Pages
N/A		

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

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.5 other documents, if any, identified as follows:
Owner's Request for Proposal, Contractor's Proposal, and clarification letter from Marsolf Construction (See Exhibit "B").

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

Substantial Completion by October 15, 2017.

ARTICLE 3 CONTRACT SUM

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

Two Hundred Fourteen Thousand Dollars and Zero Cents ($ 214,000.00)

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

Portion of Work	Value
Base Bid received was	$182,000.00
Add Alternate No. 1	$32,000.00
Total Contract Amount including bonds	$214,000.00

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Remove & Replace Roof Deck above 500 SF in Base Bid	Square Foot	$6.85
Remove & Replace Dormer Sheathing above 100 SF in Base Bid	Square Foot	$3.80

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Allowance for material and labor to be used at the discretion, and upon approval by the Owner's representative.	$2,000.00
500 SF Roof Deck Replacement in Base Bid	$3,425.00
100 SF Dormer Sheathing Replacement in Base Bid	$380.00

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1 to demolish existing soffit and install new 24 ga. prefinished white steel panel soffit with minimum 1" depth soffit panel.

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

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment , the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

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

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

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

Performance Bonds and Labor & Material
Payment Bonds equal to 100% of the
contract amount will be provided. Insurance
is as per Supplementary Conditions.

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

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

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

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

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

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

§ 6.2 THE WORK

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

§ 6.3 INTENT

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

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(Paragraphs Deleted)

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

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

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

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

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

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

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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§ 8.4 LABOR AND MATERIALS

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

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

§ 8.5 WARRANTY

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

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

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

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

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

§ 8.9 USE OF SITE

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

§ 8.10 CUTTING AND PATCHING

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

§ 8.11 CLEANING UP

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

§ 8.12 INDEMNIFICATION

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

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ARTICLE 9 N/A

(Paragraphs Deleted)

ARTICLE 10 CHANGES IN THE WORK

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

§ 10.2 N/A

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

ARTICLE 11 TIME

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

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

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

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

§ 12.2 APPLICATIONS FOR PAYMENT

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

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

(Paragraphs Deleted)

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 The Owner shall make payment in the manner provided in the Contract Documents.

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

§ 12.4.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

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

§ 12.5 SUBSTANTIAL COMPLETION

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

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

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will process the Application for Payment.

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

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

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 14 CORRECTION OF WORK

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

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

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

§ 15.2 TESTS AND INSPECTIONS

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

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

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

§ 15.3 GOVERNING LAW

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

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

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

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

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

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

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

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

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

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

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

17.1 The Contractor shall follow all Immigration Laws, OSHA training, and Drug/Alcohol testing as described in the Project Manual dated January 11, 2017. The Contractor shall pay no less than the prevailing hourly wage to all workmen employed by this Contractor or any Subcontractor performing work under this contract. Contractor shall submit certified payrolls with each payment application for all workmen directly employed by this Contractor and any Subcontractor performing work under this contract.

17.2 The Owner's Representative:
Kate Fjell- Assistant to City Administrator 660-882-2332
or
Dennis Paul- 660-620-7614

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This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*	***CONTRACTOR*** *(Signature)*
City Of Boonville, Missouri	Dyllon Marsolf Construction, LLC
(Printed name and title)	*(Printed name and title)*

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BILL NO. 2017-010 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE BUDGET FOR THE PERIOD APRIL 1, 2016 THROUGH MARCH 31, 2017.

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

SECTION 1: The Budget for the City of Boonville, for the year beginning April 1, 2016 and ending March 31, 2017, is hereby amended as set forth on Exhibit A attached hereto and made a part hereof.

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

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

FIRST AND SECOND READING: March 20, 2017

READ FOR THE FIRST AND SECOND TIME AND PASSED THIS 20th DAY OF MARCH 2017, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND READING.

APPROVED THIS 20th DAY OF MARCH, 2017

_____
Julie Thacher, Mayor

ATTEST:

_____
Teresa Studley, City Clerk

Exhibit "A"

Budget Amendment
F.Y. 2016 – 2017

FUND		ORIGINAL AMOUNT	CHANGE	AMENDED AMOUNT
General Fund (01)				
Revenues				
6405	Use Tax	$0	+$103,000	$103,000
Expenditures				
2550	Airport Cost of Gas	$72,000	+$50,000	$122,000
3219	Non-Operating - Other Projects	$0	+$770,000	$770,000
5220	Major Projects – Airport Hangar	$0	+$25,000	$25,000
Sanitation Fund (02)				
4010	Machinery & Auto Equipment	$9,000	+$20,000	$29,000
Water Fund (06)				
4170	Mixers	$100,000	+$30,000	$130,000
4080	Water Main Imp	$0	+$25,000	$25,000
4155	UV Project	$40,000	+$11,000	$51,000
Tourism Fund (16)				
2420	Special Events Etc.	$37,000	+$45,000	$82,000
Gaming Fund (17)				
3211	Economic Development	$0	+$1,000,000	$1,000,000
4361	MP & I Other (Reserves)	$425,000	+$75,000	$500,000
4355	Capital Replacement	$150,000	+$30,000	$180,000
Parks/Stormwater Sales Tax Fund (20)				
3070	Park Related Projects	$346,000	+$1,450,000	$1,796,000
	(Golf Course Purchase, Lenz Prop, Adm. Demo, Soccer Design, Golf Sewer, Kemper Sidewalk, Golf Mgnt. Contract)			
4530	Fees – 2016 COP	$0	+$35,00	$35,000

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

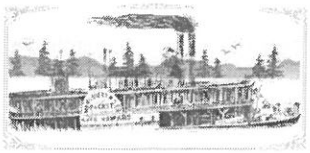
BOONVILLE
MISSOURI

CITY OFFICES • 401 MAIN STREET • BOONVILLE, MISSOURI 65233-1567 • 660-882-2332 • FAX 660-882-6608

TO: Planning and Zoning Commission Members
FROM: Charissa Mayes, City Planner
SUBJECT: Cancellation of March meeting
DATE: March 9, 2017

The March 14, 2017 meeting of the P&Z Commission is cancelled. There are no new requests or applications to consider.

The next meeting is scheduled for Tuesday, April 11, 2017 at 6:00 p.m. Thanks for your attention.



HOUSING AUTHORITY
of the City of Boonville

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

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON MARCH 8, 2017

On the 8th of March, 2017 at 12:00 P.M. the Housing Authority Commissioners met at Boonville, MO 65233.

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

City Council Rep, Ned Beach	Chair, John Linville
Secretary, Robert Rorah	Vice Chair, Marilyn Adkins
Commissioner, Albert Turner	Commissioner, Laura Holman
Guest: Stacey Pagliaro, Scott Purvis	Absent: Charles Green

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 February 8, 2017 regular board meeting. Albert Turner made motion to approved the minutes. The motion was seconded by John Linville. The motion passed.

3. **Bills and Communications:** The UMB Bank Balance for March 8, 2017 was $35,708.17. Consideration was given and discussion held on Bills Paid in February, 2017. The Bank Reconciliation Statement for January 31, 2017 along with the corresponding Operating Budget Trial Balance were discussed and reviewed.

4. **Report of the Secretary:** PIC Report for February 28, 2017 was 100%. The Project Performance Reports for February 28, 2017 were also distributed and discussed, Tenant Occupancy was at 100%.

5. **Unfinished Business:** Mr. Rorah reported the FYE 6/30/2017 Audit is complete. Further consideration was given and discussion held on the 2017 Annual Plan including the Smoke Free Housing Initiative, (VAWA) Violence Against Women Act including Resident notification and Public Hearings scheduled at 4:00 PM on March 31, 2017 here in the Conference Room.

6. **New Business:** Discussion was held and consideration was given on additional parking spaces on Winn Drive. Further discussion was held on Executive Orders / Regulations.

7. **Miscellaneous:** City Council Rep. Ned Beach thanked the Board of Commissioners for making his past two years a positive experience. All Commissioners present thanked Mr. Beach for his contribution as City Council Rep. for the Housing Authority. Mr. Rorah asked Commissioner, Laura Holman if she would continue to serve as Commissioner for a four-year term if re-appointed? Laura Holman agreed to serve if re-appointed.

8. **Adjournment** –. John Linville adjourn the meeting.

CHAIRPERSON _____ Date_____

SECRETARY _____ Date_____

Airport Advisory Board Meeting

The Jesse Viertel Memorial Airport Board met December 12th 2016 at 5:30 p.m. in the Airport Conference Room. Airport Board President Jerry Nichols called roll at 5:30p.m. Attending members were Donna Haun, Larry Kay, Dan Painter and Joanna Hughs. City Council Representative Susan Meadows and Airport Manager John Taylor was also present. Bill Valbracht was also attending the meeting.

M.L. Cauthon, Kate Fjell and Katie Gibson presented the Airport Board with a request to close the Airport for a solar eclipse that is going to take place in august of 2017. M.L. Cauthon explained to the board that the City of Boonville is expecting a massive influx of people to view the eclipse. M.L. stated that he has been in contact with The Missouri Department Of Transportation (MODOT) concerning traffic on Interstate Seventy. The concern that MODOT has is that people will stop along I 70 and create a hazardous condition. MODOT has requested assistance from the City of Boonville with traffic and viewing sites to funnel people off I 70. Katie Gibson informed the Airport Board on activities other cities are planning and what the City of Boonville is wanting to plan. The City of Boonville is requesting to close the airport for the duration of the eclipse and use the airport for a viewing station. Airport Board Member Larry Kay made the motion to work with the city to include the airport in the solar eclipse event. Donna Haun seconded the motion and the motion passed.

Public Comments:
Bill Valbracht President of the Concerned Pilots for a New Terminal Building. Mr Valbracht passionately urged the Airport Board and City Counsel member Susan Meadows to build a new terminal. Mr. Valbracht stated that every airport he has flown into has had a newer updated terminal building. He also reiterated that having a terminal building across the terminal was a safety issue. He ended his plea by stating that such an attractive airport that is well maintained by the best airport manager in the Northern America's needed a FBO that would add to the aesthetics of the airport.

The Airport Board was Informed of the next planned project. Mr. Taylor in formed the Board that the next project was the resurface of the runaway. The project is going to take place in two phases. The planning phase was going to begin in 2017. The construction phase was slated for 2018. Lochner was planning on presenting the City of Boonville two options. One option was an asphalt runway and the second option was a concrete runway.

Board Comments Joanna Hughs wished everyone a Merry Christmas.

Dan Painter made the motion to adjourn the meeting Larry Kay seconded the motion and the meeting was adjourned.

Respectfully Submitted

John Taylor

Teresa Studley

From: Kate Fjell
Sent: Tuesday, March 14, 2017 8:46 AM
To: Teresa Studley
Subject: BHPAC Meeting

Teresa-

The 3.13.17 BHPAC meeting was cancelled due to a lack of a quorum.

Kate

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

Tourism Commission Meeting- Minutes
March 14, 2017
Boonville Visitor Center, 100 E. Spring Street

Members Present: Julie Pasley, Robin Billings, Deb Jewett, Ned Beach (Council Rep)
Members Absent: Leah Jonkers, Gin O'Keefe
Staff Present: Katie Gibson, Kate Fjell, Jade Danner

I. Call to Order
The meeting was called to order at 12:05 PM with a quorum present

II. Public Comments
There was no public comment

III. NEW BUSINESS

a. Minutes from the November meeting
Robin moved and Deb seconded that the minutes be approved as presented, the motion passed unanimously

b. February 2017 Financial Reports
The financial report was reviewed and presented

c. Solar Eclipse Community Meeting
There will be a community meeting for all those interested Wednesday, March 15th at 6PM. During this time, the City and Chamber will talk about some of their preliminary plans.

d. Website Update- Maye Create Meeting
Katie explained to the Tourism Commission that she and Kate Fjell met with Maye Create to discuss the website and potential avenues for growth. It was noted that a map would help a visitor plan for their trip. Other additions to the website is a Katy Trail/bicycle page and solar eclipse page. Maye Create is also helping Tourism develop some online advertising to help bring in visitors that might not have heard of Boonville.

e. Depot District Updates
Katie informed the Commission that in the coming fiscal year money has been set aside for "Depot District" banners, changes to the monument signs, Christmas lights for the Warehouse building and a new sign at the Warehouse. The work for these projects is underway.

f. Marketing Opportunities
Midwest Travel magazine approached Boonville for an advertising package in their magazine. The cost is $2500. The Commission did not act on the package.

g. Upcoming Events

Katie reminded the Commission of the following events:

1. Solar Eclipse Public Meeting, Wednesday March 16
2. Pick Up Boonville, Saturday, March 25
3. New Franklin, MO Wine Walk, March 18
4. Fashion Show at Turner Hall, Cooper County Historical Society, May 7

IV. OLD BUSINESS

a. Guides- Walking, Top 10, and Visitors Guide

All of these products should be completed in the next 60 days

b. Grant Payments

Soil and Water Conference and Melee submitted After Action Reports. The Soil and Water Conference had approximately 500 people over 2 days and the Melee had 62 teams, 501 players and total approximately 2000 people.

V. Misc.

None

VI. Adjourn

With there being no further business, the meeting was adjourned at 1:15PM

Kate Fjell

HOUSING AUTHORITY
of the City of Boonville
506 Powell Ct. **Office: 660-882-7332**
Boonville, MO 65233-1521 **Fax: 660-882-6811**

March 10, 2017

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

Mayor Thacher,

Please consider Laura Holman's re-appointment for another four years as Commissioner for the Housing Authority. Laura does attend all housing authority board meetings, contributes to constructive discussion and opinions and says she looks forward to serve another four-years if re-appointed. *(Laura has completed the remainder of Don Smith's term that expires the end of March, 2017)*

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

Best regards,

Robert J. Rorah
Executive Director

Cc: Teresa Studley
John Linville

Dr. Jim Gann
Director of Economic Development
City of Boonville, Missouri
401 Main Street
Boonville, MO 65233
660/882-4001-www.boonvillemo.org

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

Economic Development Report
March 16, 2017

1. **Follow up Items**
   a. Upcoming anniversary of agreement between MU and the City/County – February 1, 2017
   b. Listing of available Buildings and Sites (Handout)

2. **Missouri Partnership-Sourced Attraction Activities**
   a. **DISCUSSION – Aurora Milk (Cadre) – Boone County (Handout)**
   b. **Project Blueprint**
      i. No activity
   c. **Project 20** (Nordyne Plant)
      i. No activity
   d. **Project Tito** (Nordyne Plant)
      i. No activity
   ~~e. **Project Ascent** (Nordyne Plant)~~
      i. ANNOUNCED – Boone County as Smith and Wesson

3. **Locally-Sourced Attraction Activities**
   a. **Project Bean**
      i. E-mail exchange, working to reschedule
   b. **Project Sword** (Greenfield)
      i. E-mail exchange, project progressing 2/13
   c. **Project Corn** (Port Facility) – Alternative energy production
      i. No Activity
   d. **Project Bed** (Green Field or Kemper Campus) – Quasi-governmental service provider
      i. No Activity expected until May 2017
   ~~e. **Project Teach** – Not "Official" yet~~
      ~~i. See Handout~~
   f. **Project Pen** (Green Field) – Materials Processing
      i. Site visit – February 24, 2017. Discussions with landowner

4. **Expansion/Retention Activities**
   a. Choteau Fabricating
      i. Discussion
      ii. MO DED – Terry Maglich

5. **Economic Gardening Activities**
      i. RLF application coming from downtown retail
      ii. Significant counseling with county-based retail business re: refinancing
      iii. Significant counseling with city-based service business re: buy/sell

6. **Community Engagement Initiatives**
      i. Economic Development Community Action Team (Handout)

7. **Workforce Development**
    a. Meeting with Lynn Wehmeier, MO Workforce Development 2/28/2017
    b. Certified Work Ready Community Designation
        i. Now working on Maintenance – 71% to 3 year goal
    c. US Factory CEOs to Trump: Jobs Exist; skills don't (Handout)
    d. Make it Less Murky (Handout)
    e. The Jobs Will Change and So Will We (Handout)
    f. Code School Boot Camps Offer Fast Track to Jobs (Handout)

8. **Kemper Campus**
    a. No Activity

9. **Other Matters**
    a. Columbia Economic Outlook Conference (Handout and previous Link to Video)
    b. Top 10 Site Selection and ED Trends Impacting Location Decisions (Handout)
    c. Broadband Internet can... - if they use it. (Handout)
    d. Iowa $300,000 investment for 22 jobs (Handout)

10. **Upcoming Activities**
    a. CORE meeting – 3/14
    b. University-Industry Demonstration Partnership – April 24-27, 2017
    c. MEDC – Lakeside with the Locators – June 11-13, 2017

Public Works Monthly Report
February 2017

WWTP:
Total flow processed - 26,280,000 gallons
Average daily flow - 939,000 gallons
Sludge disposed - 186.27 tons
Remarks:

WTP:
Gallons pumped from river - 30,903,000 gallons
Gallons pumped to customer - 31,637,000 gallons
Remarks:

Water Distribution / Sewer Collection:
Installed or renewed water service - 3
Remarks - Repaired water leak in 1" line at 323 E. Morgan; repaired leak in 6" main at 309 W. Ashley Road; lowered 2" main at MoDOT shed; repaired fire hydrants at 2586 Main Street and Maple and Cherry Streets; repaired 1" meter at Hartmann Village; set new meter pit outside at 900 7th Street; cleaned grease from sewer main located near 632 Sony Drive; filled abandoned manhole at 8th Street lift station; TV inspected sewer service line at 250 Pawnee Land for property nuisance investigation; jetted through drains at Transfer Station; for Prairie Home; assisted with re-construction of airport hangar; routine sewer line jetting;

Street Department:
Started 1st and Spring Street Stormwater Improvement Project; assisted with reconstruction of a hangar at the airport; graded and reinforced Rupes Branch at Kemper football field bridge and low water crossing; completed storm drain replacement on property adjacent to future soccer field; continued spring street sweeping; repaired utility street cuts; patched potholes.

Central Garage:
Vehicles serviced and inspected -8
Vehicle and equipment repairs - 9
Remarks: supervised street crew in absence of street foreman. Supervised street crack sealing and pot hole repair.

Weather (recorded at City Services Bldg.):
Average Temperature - 46.4°F
High Temperature - 76.8°F, February 28
Low Temperature - 17.1°F, February 9
Total Rain - .27"
Maximum Rain - .24", February 28

Project Status:
1) WWTP Scum Trough Project: Contractor - Fab Tech. Contractor to return for warranty repairs.

WATER RESOURCES®
Alliance
Professional Water and Wastewater Operations

REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

February 2017

Submitted by Alliance Water Resources, Inc.

March 20, 2017

City Council Meeting

OPERATING DIVISIONS

MISSOURI

Ashland

Atchison County Wholesale Water Commission

Bonne Terre

Boonville

Bowling Green

Buchanan County #1

Cameron

Cape Girardeau

Carroll County #1

Clay County #6

Craig

East Central Missouri Water & Sewer Authority

Elsberry

Festus-Crystal City

Franklin County #1

Franklin County #3

Henry County Water Company

Henry County #3

Kimberling City

Lake Ozark/ Osage Beach

Lincoln County #1

Neosho

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

Russellville

St. Charles County #2

Ste. Genevieve

Sedalia

Versailles

IOWA

Maquoketa

TENNESSEE

Dyersburg Welcome Center

WATER RESOURCES® Alliance

Professional Water and Wastewater Operations

OPERATIONS REPORT – Boonville

February 2017

Administrative

- Attended the budget work session.
- Attended both council meetings.

Treatment

- Normal operations and maintenance were performed this month.
- Hach calibrated the #2 turbidimeter after we replaced the light source.
- Replaced the motor on the #2 flocculator in the secondary basin with a back-up.
- UV wiper sensor fail. Contacted the manufacturer and they sent a new sensor. Unit is operational but need to have a technician out to repair.
- Drained and cleaned the first settling basin (mud pocket).
- Sent the High Service Pump #2 in for repair.
- Repaired a leak on a sample line.

Project Updates

- Pedrotti to be here in March to change the cooling water valve programming on the #1 UV reactor.
- Getting quotes for the inspection and cleaning of the 576k clear well.

Safety

- Worked with Mark Mahler and Larry Berry with DangerGone LLC on the arc flash safety program.
- No accidents in the month of February

Regulatory

- Ten Microbiological samples were taken in the distribution system. All samples tested were absent of Total Coliform and E-Coli. Report sent to DNR. (see attached)
- Operational Evaluation Level review received from the DNR.
- Met with the Northeast Regional Office of the MODNR to discuss the OEL and TTHM issues.

Concerns for the Month

- The repair of the UV wipers.
- The repair of the High Service Pump #2.

Positives for the Month

- It was an accident free month.
- The meeting with the DNR was productive.

OPERATING DIVISIONS

MISSOURI

Ashland

Atchison County Wholesale Water Commission

Bonne Terre

Boonville

Bowling Green

Buchanan County #1

Cameron

Cape Girardeau

Carroll County #1

Clay County #6

Craig

East Central Missouri Water & Sewer Authority

Elsberry

Festus-Crystal City

Franklin County #1

Franklin County #3

Henry County Water Company

Henry County #3

Kimberling City

Lake Ozark/ Osage Beach

Lincoln County #1

Neosho

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

Russellville

St. Charles County #2

Ste. Genevieve

Sedalia

Versailles

IOWA

Maquoketa

TENNESSEE

Dyersburg Welcome Center

Photos

Mud Pocket

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM – PUBLIC DRINKING WATER BRANCH

MONTHLY UV OPERATION REPORT

1. PUBLIC WATER SYSTEM NAME	PWS ID	2. MONTH / YEAR
City of Boonville	MO3010089	February 2017
ADDRESS	**TELEPHONE NUMBER WITH AREA CODE**	**EMAIL ADDRESS**
901 Riveria Drive	660-882-4021	tbaslee@alliancewater.com
CITY	**ZIP CODE**	**COUNTY**
Boonville	65233	Cooper

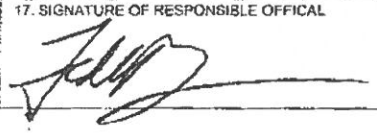
3. Unit	4. Total Run Time (hrs)	5. Total Volume (MG)	6. Dosage (mJ/cm^2)	7. Number of Off-Specification Events	8. Total Off-Specification Volume (MG)
#1 (Transfer)	138.75	25.890	0	1	.010008
#2 (Tower)	27.75	4.141	4.6	0	0

9. TOTAL VOLUME OF OFF-SPECIFICATION WATER PRODUCED (MG) [A]	10. TOTAL VOLUME OF WATER PRODUCED (MG) [B]
0.010008	30.031
11. PERCENT OF OFF-SPECIFICATION WATER PRODUCED ([A]/[B]*100)	**12. PERCENT OF OFF-SPECIFICATION WATER PRODUCED <5 PERCENT**
.0333255	✓ YES ___ NO

13. Of the 8 sensors, 8 have been checked for calibration and 8 were within the acceptable range of tolerance.

14. The following reactors had a sensor correction factor	Unit	Sensor correction factor

15. COMMENTS

16. NAME OF PERSON PREPARING REPORT	17. SIGNATURE OF RESPONSIBLE OFFICAL	DATE
Todd W. Baslee		3/10/2017

MO 780-2200 (06-13)

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

PWS NAME	PWS - ID	MONTH
CITY OF BOONVILLE	MO3010089	FEBRUARY
ADDRESS	**PHONE**	
901 RIVIERA DRIVE	(660) 882-4021	2017
CITY / **ZIP CODE**	**COUNTY**	**PLANT**
BOONVILLE, MO / 65233	COOPER COUNTY	Main Plant

(See instructions on back of this sheet)

DISTRIBUTION DISINFECTION

1. Number of samples analyzed, A: 10
2. Number of samples below 0.2 mg/L, B: 0
[(A-B)/A x 100 = C: 100 % meeting minimum disinfection required.
3. Avg. dsfctnt residual for month: 2.38 mg/l

TURBIDITY

1. Total number measurements taken monthly, A: 189
2. number of measurements below 0.3 NTU, B: 189
[B/A] x 100 = C: 100 % meeting turbidity requirements.

Date	Hours of Operation	Finished Water Temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L) ☐ Free Chlorine ☑ Chloramines	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl2 or 1 mg/L chloramines	Value of turbidity measurements that exeed 1 NTU	5 NTU
1	7.25	8	1.45	0.08	0	0	0
2	6.25	6	1.81	0.2	0	0	0
3	7.25	7	1.82	0.17	0	0	0
4	6.00	5	2.19	0.13	0	0	0
5	7.00	10	2.17	0.13	0	0	0
6	5.25	6	2.42	0.1	0	0	0
7	5.25	6	2.57	0.09	0	0	0
8	5.75	7	2.74	0.09	0	0	0
9	5.25	7	2.98	0.07	0	0	0
10	6.25	6	3.01	0.06	0	0	0
11	5.50	7	1.93	0.05	0	0	0
12	4.50	8	2.41	0.04	0	0	0
13	6.50	7	2.00	0.05	0	0	0
14	4.75	6	1.46	0.04	0	0	0
15	6.00	7	2.73	0.03	0	0	0
16	6.50	7	2.05	0.04	0	0	0
17	6.00	7	2.72	0.04	0	0	0
18	4.75	7	2.57	0.04	0	0	0
19	6.50	7	2.29	0.04	0	0	0
20	5.75	8	1.58	0.04	0	0	0
21	5.75	10	2.45	0.04	0	0	0
22	7.00	9	2.52	0.04	0	0	0
23	6.50	9	1.87	0.05	0	0	0
24	6.00	9	1.87	0.09	0	0	0
25	6.50	9	1.79	0.1	0	0	0
26	4.75	9	1.96	0.09	0	0	0
27	5.00	10	2.00	0.07	0	0	0
28	6.75	11	1.99	0.06	0	0	0

Name of Person Preparing Report	Signature of Responsible Official	DATE
Todd W. Baslee		3/10/2017

MO 780-1904 (12-04)

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

1. Please fill out information completely and legibly.

Distribution Disinfection

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

Turbidity:

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

Hours of Operation

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

Finished Water Temperature

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

Lowest Residual Disinfectant at Entrance to Distribution System:

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

Duration Residual Disinfectant Fell Below Requirement:

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

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

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

INDIVIDUAL FILTER MONITORING & REPORTING

1. Was filter continuously monitored for turbidity and results recorded every 15 minutes? YES
2. Was there a failure of the continuous turbidity monitoring equipment? NO

If yes on 2., was the equipment repaired within 5 working days, or 14 days with department approval? N/A

3. Was any individual filter level >1.0 NTU in two (2) consecutive recording fifteen (15) minutes apart? NO
{If YES, perform "follow-up actions" no. 1}
4. Was any individual filter level, for three (3) months in a row > 1.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart? NO {If YES, perform "follow-up actions" no.2}
5. Was any individual filter turbidity level >2.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart for two (2) consecutive months? NO {If YES, perform "follow-up actions" no. 3}

"FOLLOW-UP ACTIONS to PERFORM"

1. Report filter number(s); turbidity measurements which exceed 1 NTU; and date(s) the exceedence(s) occurred and causes if known.
2. Conduct a "Self-Assessment" of the filter(s) within fourteen (14) days of the triggering event. The system must report the date the self-assessment was triggered and the date it was completed.
3. The system must arrange to have a "Comprehensive Performance Evaluation" (CPE) performed not later than sixty (60) days following the triggering event. The CPE must be completed and submitted to the department withing 120 following the trigger event.

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

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM

MICROBIOLOGICAL ANALYSIS REPORT

PUBLIC WATER SYSTEM NAME			LABORATORY NAME	LABORATORY TELEPHONE NUMBER WITH AREA CODE
City of Boonville			Boonville Water Plant	660-882-4021
STREET ADDRESS			CERTIFICATION NUMBER	
901 Riveria Drive			#15	
CITY		ZIP CODE		
Boonville		65233		
COUNTY		ID NUMBER	SAMPLE COLLECTOR NAME OR INITIALS	
Cooper		MO3010089	Todd Baslee	

SAMPLE DATE MO/DAY/YR	SAMPLE TYPE	COLLECTION POINT	SAMPLE LOCATION ID	SAMPLE RESULTS		CHLORINE RESIDUAL (mg/L)	
				TOTAL COLIFORM	FECAL E-COLI	TOTAL	FREE
02/11/2017	R	1216 E. Morgan St	10	A	A	2.7	X
02/11/2017	R	614 Santa Fe Trail	16	A	A	3.4	X
02/11/2017	R	1012 Jefferson Rd	19	A	A	2.4	X
02/11/2017	R	2441 Pioneer St	23	A	A	1.9	X
02/11/2017	R	940 Oregon Trail	24	A	A	3.0	X
02/25/2017	R	614 Santa Fe Trail	16	A	A	3.5	X
02/25/2017	R	1012 Jefferson Rd	19	A	A	1.8	X
02/25/2017	R	2441 Pioneer St	23	A	A	2.0	X
02/25/2017	R	940 Oregon Trail	24	A	A	2.7	X
02/25/2017	R	1691 E. Morgan St	25	A	A	0.4	X

TOTAL ROUTINE SAMPLE ANALZED	MONITORING VIOLATION	MCL VIOLATION
Ten	☐ Yes ☐ No	☐ Yes ☐ No
TITLE	DATE	
Chief Plant Operator/Chief Analyst	03/10/2017	
SIGNATURE		

MO 780-0438 (05-13)

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

ALLIANCE WATER RESOURCES
BOONVILLE DIVISION

FEBRUARY 2017

WEATHER & RIVER CONDITIONS

1. River Stage:	Average:	7.49	Maximum:	8.63	Minimum:	6.51
2. High Temperature:	Average:	57.54	Maximum:	77	Minimum:	32
3. Low temperature:	Average:	35.25	Maximum:	59	Minimum:	17
4. Precipitation:		0.27	liquid inches			

PUMPING

1. Million Gallons Pumped:	30.903	Average /day:	1.10
2. Million Gallons Filtered:	30.87700001	Average /day:	1.14
3. Hours #1 Pump Operated:	0	Average /day:	0.00
4. Hours #2 Pump Operated:	197.5	Average /day:	7.05
5. Total Hours River Pumps Operated:	197.5	Average /day:	7.05
6. Main St. Booster Station Gallons Pumped:	2.264	Average /day:	0.083851852

FILTRATION

1. Hours Transfer Pumps Operated:	138.75	Average/day:	4.96
2. Hours Tower Pump Operated:	27.75	Average/day:	0.99
3. Filters Washed:	15		
4.Gallons Washwater Used:	0.444		
5. % Treated water used in backwashing:	1.48		

MATERIALS PRECIPITATED DURING TREATMENT (IN TONS)

Calcium Carbonate	1.492041
Magnesium Hydroxide	0.688929
Aluminum Hydroxide	0
Lime Inerts	0
Polymer	1.9965
Others	0
Total	4.17747

Effect Of Materials Precipitated On Missouri River

Increase In River Water Suspended Solids: 0.0011754818463 mg/L

LABORATORY ANALYSIS

TESTS	RAW	PRESET	PRIMARY	FILTERS	BOF	TAP
Temperature	8 ° C	X	X	X	X	8 ° C
Fluoride (ppm)	X	X	X	0.43	X	0.66
Free Cl2 Residual (ppm)	X	X	X	0.78	0.17	0.11
Total Cl2 Residual (ppm)	X	X	X	1.50	X	2.19
Turbidity (NTU)	53	3.38	1.24	0.81	X	0.07
pH	8.22	8.2	8.2	8.0	X	8.3
Total Alkalinity (ppm)	X	217	X	X	X	221
Non Carb Hardness (ppm)	X	63	X	X	X	61
Total Hardness (ppm)	X	280	X	X	X	282
Calcium Hardness (ppm)	X	176	X	X	X	185
Magnesium Hardness (ppm)	X	104	X	X	X	97
Total Iron (ppm)	0.13	X	X	X	X	0.00
Manganese (ppm)	0.04	X	X	0.03	X	0.02
Copper (ppm)	X	X	X	X	X	X
Total Dissolved Solids (ppm)	X	X	X	X	X	358

Bacteriological Samples Examined:	10	
Bacteriological Samples Positive:	0	
Bact. Samples Below 0.2 ppm Cl2:	0	
Average Free Chlorine in Dist. System at time of Bact. Samples (ppm):	0	
Average Total Chlorine in Dist. System at time of Bact. Samples (ppm):	2.38	
Total # tap turbidity samples taken for month:	189	
Average # of tap turbidity samples taken daily:	6.75	
Total # tap turbidity samples taken for month below 0.3 NTU:	189	
Total # tap turbidity samples taken for month above 1.0 NTU:	0	
Total # tap turbidity samples taken for month above 5.0 NTU:	0	
Average lowest Total Chlorine to distribution system:	2.19	
Duration Total Chlorine fell below 1.0 ppm:	0	

Missouri Gaming Commission
State/Local Allocation of Gaming Revenues

For the Period 2/1/2017 through 2/28/2017

Year beginning 2/1/2017

RECEIVED 3/13/2017

RPT MGC/3

Gaming Date	Day	Admission Tax Remitted	GamingTax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
02/01/2017	Wednesday	$7,576.00	$38,511.27	$46,087.27	$3,788.00	$34,660.14	$3,851.13	$7,639.13
02/02/2017	Thursday	$7,728.00	$37,387.41	$45,115.41	$3,864.00	$33,648.67	$3,738.74	$7,602.74
02/03/2017	Friday	$11,744.00	$59,097.32	$70,841.32	$5,872.00	$53,187.59	$5,909.73	$11,781.73
02/04/2017	Saturday	$15,472.00	$86,522.06	$101,994.06	$7,736.00	$77,869.85	$8,652.21	$16,388.21
02/05/2017	Sunday	$9,604.00	$49,852.45	$59,456.45	$4,802.00	$44,867.21	$4,985.24	$9,787.24
02/06/2017	Monday	$4,594.00	$15,698.13	$20,292.13	$2,297.00	$14,128.32	$1,569.81	$3,866.81
02/07/2017	Tuesday	$6,982.00	$39,978.25	$46,960.25	$3,491.00	$35,980.43	$3,997.82	$7,488.82
02/08/2017	Wednesday	$7,142.00	$44,588.83	$51,730.83	$3,571.00	$40,129.95	$4,458.88	$8,029.88
02/09/2017	Thursday	$7,758.00	$42,880.20	$50,638.20	$3,879.00	$38,592.18	$4,288.02	$8,167.02
02/10/2017	Friday	$10,562.00	$69,149.13	$79,711.13	$5,281.00	$62,234.22	$6,914.91	$12,195.91
02/11/2017	Saturday	$16,494.00	$64,528.65	$81,022.65	$8,247.00	$58,075.79	$6,452.86	$14,699.86
02/12/2017	Sunday	$11,320.00	$61,079.22	$72,399.22	$5,660.00	$54,971.30	$6,107.92	$11,767.92
02/13/2017	Monday	$5,398.00	$22,089.11	$27,487.11	$2,699.00	$19,880.20	$2,208.91	$4,907.91
02/14/2017	Tuesday	$9,876.00	$44,949.84	$54,825.84	$4,938.00	$40,454.86	$4,494.98	$9,432.98
02/15/2017	Wednesday	$8,132.00	$45,047.85	$53,179.85	$4,066.00	$40,543.07	$4,504.78	$8,570.78
02/16/2017	Thursday	$10,006.00	$38,063.53	$48,069.53	$5,003.00	$34,257.18	$3,806.35	$8,809.35
02/17/2017	Friday	$15,032.00	$66,233.16	$81,265.16	$7,516.00	$59,609.84	$6,623.32	$14,139.32
02/18/2017	Saturday	$16,098.00	$80,459.86	$96,557.86	$8,049.00	$72,413.87	$8,045.99	$16,094.99
02/19/2017	Sunday	$11,382.00	$56,139.02	$67,521.02	$5,691.00	$50,525.12	$5,613.90	$11,304.90
02/20/2017	Monday	$7,426.00	$31,758.55	$39,184.55	$3,713.00	$28,582.70	$3,175.85	$6,888.85
02/21/2017	Tuesday	$6,164.00	$30,150.22	$36,314.22	$3,082.00	$27,135.20	$3,015.02	$6,097.02
02/22/2017	Wednesday	$8,260.00	$35,751.11	$44,011.11	$4,130.00	$32,176.00	$3,575.11	$7,705.11
02/23/2017	Thursday	$9,564.00	$55,423.02	$64,987.02	$4,782.00	$49,880.72	$5,542.30	$10,324.30
02/24/2017	Friday	$17,290.00	$79,332.22	$96,622.22	$8,645.00	$71,399.00	$7,933.22	$16,578.22
02/25/2017	Saturday	$23,336.00	$109,261.57	$132,597.57	$11,668.00	$98,335.41	$10,926.16	$22,594.16
02/26/2017	Sunday	$10,892.00	$54,967.48	$65,859.48	$5,446.00	$49,470.73	$5,496.75	$10,942.75
02/27/2017	Monday	$5,484.00	$29,284.23	$34,768.23	$2,742.00	$26,355.81	$2,928.42	$5,670.42
02/28/2017	Tuesday	$7,458.00	$40,620.64	$48,078.64	$3,729.00	$36,558.58	$4,062.06	$7,791.06
	Casino Report Totals:	$288,774.00	$1,428,804.33	$1,717,578.33	$144,387.00	$1,285,923.94	$142,880.39	$287,267.39
	Casino YTD Totals:	$288,774.00	$1,428,804.33	$1,717,578.33	$144,387.00	$1,285,923.90	$142,880.43	$287,267.43

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

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