

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

March 6, 2017

7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

I. Call to Order – Pledge and Prayer (Susan Meadows)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the February 21, 2017 Council Meeting

V. Consent Items

- a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2017-004 Amending Ordinances to Set Forth Policy Prohibiting Conflicts of Interest
- B) Award bid for "A" Barracks Roof Replacement
- C) Second Reading of Bill No. 2017-005 Authorizing the Mayor to Amend the Communications Site Lease Agreement at Council Chambers
- D) Award Bid for Soccer Fields Grading and Retaining Wall Improvements

VIII. New Business

- A) First Reading of Bill No. 2017-006 Amending Code of General Ordinances Section 2-35; Adopting the March 2017 City of Boonville Personnel Manual
- B) First Reading of Bill No. 2017-007 Changing Rates to be Paid for Water and Water Services
- C) First Reading of Bill No. 2017-008 Changing Rates to be Paid for Wastewater Services
- D) Consider Joint Resolution R2017-01 Grant Proposal with the Cooper County Commission and the University of Missouri for Economic Development
- E) First Reading of Bill No. 2017-009 Approving the Budget for Fiscal Year 2017-18
- F) First and Second Reading of Bill No. 2017-011 Authorizing a Lease Purchase Agreement for D5 Dozer with First State Community Bank

IX. Reports of Standing Committees

- A) Planning and Zoning Commission – February 14, 2017 (Steve Young)
- B) Street, Alley, and Sanitation Board – February 22, 2017 (Susan Meadows)
- C) Police Board – February 13, 2017 (Henry Hurt)
- D) Parks and Recreation Board – February 22, 2017 (Steve Young)

- E) Industrial Development Authority – February 16, 2017 (Becky Ehlers)
- F) Municipal Facilities Authority – February 16, 2017 (Becky Ehlers)
- G) Board of Public Works – February 23, 2017 (Morris Carter)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

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
February 21, 2017

The Boonville City Council met in Regular Session on February 21, 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. Steve Young led the prayer after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present: Steve Young, Ned Beach, Henry Hurt, Morris Carter, Becky Ehlers Vanessa Dorman, and Michael Stock. Council Representative Susan Meadows 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 or city counselor. Mr. Wooldridge expressed his opinion stating that he is in support of the bill; 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 proposed ordinance is unconscionably too broad as it affects criminal law practice and not specific enough to address conflicts of interest that may relate to civil practice.

APPROVAL OF THE MINUTES OF THE FEBRUARY 6, 2017 COUNCIL MEETING

The minutes were approved as presented.

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

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2017-003 AMENDING SOLID WASTE COLLECTION FEES

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved and Ms. Ehlers seconded the motion to approve this bill. With no discussion, roll call was taken on Mr. Carter's motion. Ayes: Young, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Meadows. Total (1). Motion Carried.

NEW BUSINESS

REVIEW AND ACT ON IDA'S REQUEST FOR APPROPRIATION

Mayor Thacher invited Ken Hirlinger, Chairman of the IDA, to introduce the IDA members attending the meeting and for any comments that he would want to add regarding the IDA's request for the remaining \$500,000 that was designated to the IDA for economic development. Mr. Hirlinger introduced the attending members, Lindi Overton, Wendy Wooldridge, and Harry Enderle. Mr. Hirlinger explained how the funds are used when a possible economic attraction may become available and could possibly be needed at a moment's notice to procure the economic attraction. Mr. Hirlinger briefed the Council on the role that the IDA plays in economic development for the City of Boonville. He added that the IDA is committed to bringing jobs to Boonville.

Mayor Thacher briefed the Council on how the funding came about. Many years ago, the City Council determined that there was a need for setting aside \$1 million for Economic Development, which was placed in a fund at that time. Mr. Tessendorf confirmed with Mr. Enderle that he was taking measures to protect the funding due to the \$250,000 limit on FDIC Insurance. Mr. Enderle confirmed that there having been steps taken to protect the funds.

There was discussion held among Council members. Mr. Tessendorf briefed the Council on the "retreat" that was held several years ago, in which the Council members set aside the funds. Mayor Thacher reminded the Council that it is the Council that approve the members of the committee, which gives some oversight over the committee.

After a brief discussion by the Council, Ms. Ehlers moved and Mr. Beach seconded the motion to approve the IDA's request for the City of Boonville to appropriate

\$500,000.00 from economic development designated funds and transfer to the City of Boonville Industrial Development Authority. Roll call was taken on Ms. Ehlers' motion. Ayes: Young, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Meadows. Total (1). Motion Carried.

FIRST 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.

FIRST 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. Beach wanted clarification if the company can build on this piece of property. Mr. Tessoroff directed the Council to the email that was included in the council packet on page 17. Mr. Tessoroff added that this agreement does not preclude it from happening.

REPORTS OF STANDING COMMITTEES

BOONVILLE HOUSING AUTHORITY – FEBRUARY 8, 2017

Mr. Beach advised that the meeting was great and that he would answer any questions.

POLICE BOARD – DECEMBER 12, 2016

Mr. Hurt advised that he was not able to attend this meeting. However, there has been a meeting since then that he was able to attend. That meeting will be discussed when the minutes are included in the council packet.

INDUSTRIAL DEVELOPMENT AUTHORITY – JANUARY 19, 2017

Ms. Ehlers reported that she was able to attend the meeting and the minutes are available in the packet. Ms. Ehlers reported that the Election of Officers for the upcoming year took place at the meeting.

MUNICIPAL FACILITIES AUTHORITY – JANUARY 19, 2017

Ms. Ehlers reported that she was able to attend the meeting and the minutes are available in the packet. Ms. Ehlers reported that the Election of Officers for the upcoming year took place at the meeting.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

- Orscheln's Credit Card

Mr. Tessendorf stated that he wanting to solicit the Council's approval for acquiring additional credit cards on an existing account with Orscheln's Farm and Home due to the closing of Brownings Hardware Store. Mr. Tessendorf explained the need for this to purchase items used on a daily basis, for example; washers, a specific size bolt, etc. The procedure of getting a purchase order for the items would slow the completion time of the job and the items are at such a low cost, the purchase order is not necessary. Mr. Tessendorf added that all credit card purchases are reviewed. Ms. Ehlers questioned who would be receiving a card. Ms. Studley advised that it would most likely be department heads that would have the cards.

After brief council discussion, Mr. Carter moved and Ms. Dorman seconded the motion to approve the City of Boonville acquiring additional cards on the Orscheln's Farm and Home account. Roll call was taken on Mr. Carter's motion. Ayes: Young, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Meadows. Total (1). Motion Carried.

MAYOR

No report was offered.

CITY COUNSELOR

Ms. Mayes commented on the bill no. 2017 Authorizing the Mayor to Amend the Communications Site Lease agreement at the Council Chambers. Ms. Mayes advised that the management company is aware that if they want to use the additional space, they would have to proceed through the Planning and Zoning Commission. Ms. Mayes added that this will give the City of Boonville a way of controlling how the additional space is used.

ECONOMIC DEVELOPER

Dr. Gann reviewed his February 17, 2017 report with the Council with particular note to several items.

2c) Project Air – The City of Boonville was not selected for this project. Dr. Gann explained to the council that the project moved so quickly, the City was not selected within a 4-day time period.

Dr. Gann explained to the Council how important it is to have the capabilities to provide an incentive package to prospective businesses at a very short notice.

2h) Project Kay – Dr. Gann advised that the company had 2-to-3 site visits to Boonville; however, they ultimately chose Jonesboro Arkansas for their location.

7c) Public School Information – Dr. Gann reviewed the information that was provided in the packet detailing the performance of the local school system.

9f) Site Selection Survey – Dr. Gann reviewed the information that was provided in the packet detailing the most important components in making sight selection decisions.

There was some brief discussion on the workforce development and how businesses can advertise jobs in a way that would be more appealing for people to apply.

CITY CLERK

No report was offered.

MISCELLANEOUS

None.

ADJOURN

With no further discussion, Ms. Carter moved and Ms. Ehlers seconded the motion to adjourn at 7:48 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 6, 2017 the sum of **\$535,544.58**

General Fund	\$168,138.41
Sanitation	\$46,735.91
CIP Tax	\$9,782.17
Water Works	\$190,349.48
Capital Projects	\$0.00
Waste Water	\$66,828.26
Tourism	\$8,575.88
Gaming	\$24,667.38
Parks/Water	\$20,467.09

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 \$535,544.58 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 6, 2017 read for the second time this 6th day of March, 2017 since a copy was made available prior to the meeting.

Approved March 6, 2017 _____
Mayor

Endorsed March 6, 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

City of Boonville
 Tile Roof Project
 Bid Date: 2/14/2017 @ 3 pm
 Bid Tabulation

Contractor	Base Bid	Alternate # 1	Voluntary Alt.	Roof Unit \$/sf	Dormer unit \$/sf	Bid Security
Weathercraft, Inc.	\$ 266,399.00	\$ 13,940.00	N/A	\$ 3.25	\$ 3.25	no
Missouri Builders Service, Inc.	\$ 328,530.00	\$ 26,269.00	N/A	\$ 6.28	\$ 8.72	yes
G & R Construction	no bid					
Renaissance Roofing Inc.	\$ 334,000.00	\$ 39,500.00	N/A	\$ 12.00	\$ 12.00	yes
JR & Co., Inc.	\$ 283,883.00	\$ 11,000.00	N/A	\$ 7.00	\$ 7.00	yes
Dyllon Marsolf Construction, LLC	\$ 182,000.00	\$ 32,000.00	N/A	\$ 6.85	\$ 3.80	yes

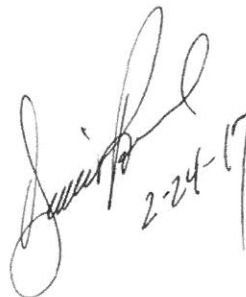
Discussion:

Bids for A Barracks Clay Tile Roof project were received on February 14, 2017. Five bids were received. The low bid was from Dyllon Marsolf Construction, LLC. The bid is significantly lower than our initial estimate of \$270,000. The scope of the work has been reviewed and confirmed by the low bidder per the attached letter. We do expect a carpenter will be needed to address the windows and deteriorated wood trim with a budget of \$25,000 to \$30,000. With the \$300,00 project allowance, we recommend to proceed with the soffit and the windows, if acceptable to the City.

Base Bid	\$ 182,000.00	Dyllon Marsolf Construction, LLC.	\$214,000
Soffit Alt #1	\$ 32,000.00	Windows & Carpentry, Contingency	\$50,000
Contract Total	\$ 214,000.00	Design & CM	\$17,000
		Budget Total	\$281,000

Recommendation:

Septagon Construction recommends that a bonded contract for Tile Roof Project be awarded to Dyllon Marsolf Construction, LLC., in the amount of \$214,000 for the Base Bid, Alternate #1, and the unit prices per the proposal form as listed above.


 2-24-17

2/24/2017



City of Boonville – Tile Roof Project

Re: Qualification, Job Reference & Bid Follow Up

Dennis,

Per our phone conversation last week regarding Dyllon Marsolf Construction bid as submitted for the Tile Roof project on February 14, 2017, this letter and attachments are to document our intent to enter into contract with the City of Boonville for this project for the price as submitted.

Furthermore to clarify Dyllon Marsolf Construction can guarantee no increase in contract price related to breakage or condition of existing roofing tile. In order to ensure the project is completed with the highest attention to quality and appearance we intent to remove the existing tiles and use original tiles to complete entire sections of the roof. We will then provide a close match in both color and profile to be approved by the city or chosen agents. These replacement tiles will be utilized to complete the remaining sections of the roof.

Our base bid and alternates are confirmed to comply with all specifications and documents as issued for the project including estimated quantities of unit price items as allowed in base bid. We furthermore confirm that we are prepared to replace additional quantities of roof or wall decking and sheathing per the unit price items as submitted at time of bid opening.

At such time that conditions such as but not limited to deteriorated wood framing, windows or other such conditions are discovered during the project, we will coordinate additional scope with the city and city's agents in a manner to allow for proper and complete restoration to the satisfaction and acceptance of the owner.

We look forward to working with you on this project. If further information or clarification is requested please let us know as soon as possible.

Sincerely,

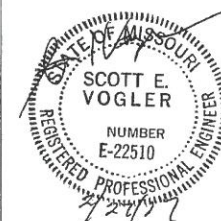
Dyllon Marsolf

Owner – Marsolf Construction

Soccer Fields Grading and Retaining Wall Improvements		Engineer's Estimate		1		2		3		4	
Owner: City of Boonville		MECO Engineering Co., Inc. 2701 Industrial Drive Jefferson City MO 65109		Cody Martin Excavating LLC 3 Willow Road Eldon MO 65028		CL Richardson Construction Co 15475 US Hwy 63 South Ashland MO 65010		KAT Excavation Inc 309 North Oak Bates City MO 64011		Remsel Corporation 2602 N Stadium Blvd, Suite B Columbia MO 65202	
Bid Opening February 21, 2017 at 2:00pm MECO Project No. 454-261											
BASE BID											
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1.00	LS	\$ 40,000.00	\$ 40,000.00	\$ 3,200.00	\$ 3,200.00	\$ 23,910.00	\$ 23,910.00	\$ 49,600.00	\$ 49,600.00
2	Construction Signage & Traffic Control	1.00	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00
3	Clearing and Grubbing	1.00	LS	\$ 20,000.00	\$ 20,000.00	\$ 6,600.00	\$ 6,600.00	\$ 13,660.00	\$ 13,660.00	\$ 20,000.00	\$ 20,000.00
4	Removal of Improvements	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 6,795.00	\$ 6,795.00	\$ 2,000.00	\$ 2,000.00
5	Excavation, Filling and Grading	1.00	LS	\$ 588,767.00	\$ 588,767.00	\$ 280,638.00	\$ 280,638.00	\$ 505,750.00	\$ 505,750.00	\$ 593,373.00	\$ 593,373.00
6	6" thick Rip Rap w/Filter Cloth	520.50	SY	\$ 30.00	\$ 15,615.00	\$ 26.82	\$ 13,959.81	\$ 9.95	\$ 2,055.98	\$ 45.00	\$ 23,422.50
7	Truck Crossing / Speed Table	1.00	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,060.00	\$ 1,060.00	\$ 7,095.00	\$ 7,095.00	\$ 3,000.00	\$ 3,000.00
8	Sediment and Erosion Control	1.00	LS	\$ 19,500.00	\$ 19,500.00	\$ 18,470.00	\$ 18,470.00	\$ 25,230.00	\$ 25,230.00	\$ 24,000.00	\$ 24,000.00
9	Concrete Retaining Walls	1.00	LS	\$ 141,750.00	\$ 141,750.00	\$ 91,688.00	\$ 91,688.00	\$ 175,750.00	\$ 175,750.00	\$ 142,000.00	\$ 142,000.00
10	Segmental Retaining Wall	255.00	VSF	\$ 40.00	\$ 10,200.00	\$ 40.00	\$ 10,200.00	\$ 49.80	\$ 12,699.00	\$ 30.50	\$ 7,777.50
11	4'x4' Junction Box	2.00	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,506.35	\$ 5,012.70	\$ 2,790.00	\$ 5,580.00	\$ 2,800.00	\$ 5,600.00
12	4'x4' Area Inlet	1.00	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,051.58	\$ 2,051.58	\$ 2,725.00	\$ 2,725.00	\$ 2,800.00	\$ 2,800.00
13	24" HDPE In Place	40.60	LF	\$ 90.00	\$ 3,654.00	\$ 32.50	\$ 1,319.50	\$ 42.95	\$ 1,743.77	\$ 48.00	\$ 1,948.80
14	30" HDPE In Place	446.90	LF	\$ 100.00	\$ 44,690.00	\$ 46.20	\$ 20,646.78	\$ 42.80	\$ 19,127.32	\$ 56.00	\$ 25,026.40
15	Concrete Pipe Anchors	4.00	EA	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 450.00	\$ 1,800.00	\$ 550.00	\$ 2,200.00
16	6" PVC In Place	160.50	LF	\$ 12.00	\$ 1,926.00	\$ 13.60	\$ 2,182.80	\$ 14.35	\$ 2,303.18	\$ 30.00	\$ 4,815.00
17	6" PVC Cleanout	2.00	EA	\$ 150.00	\$ 300.00	\$ 37.50	\$ 75.00	\$ 280.00	\$ 560.00	\$ 200.00	\$ 400.00
18	Stormwater Headwall	1.00	LS	\$ 3,500.00	\$ 3,500.00	\$ 5,775.00	\$ 5,775.00	\$ 6,020.00	\$ 6,020.00	\$ 3,500.00	\$ 3,500.00
19	Highway Entrance	318.00	SY	\$ 18.00	\$ 5,724.00	\$ 6.60	\$ 2,098.80	\$ 7.10	\$ 2,257.80	\$ 9.00	\$ 2,862.00
20	Seeding, Fertilizing, Mulching	1.00	LS	\$ 21,600.00	\$ 21,600.00	\$ 14,660.00	\$ 14,660.00	\$ 33,590.00	\$ 33,590.00	\$ 47,535.00	\$ 47,535.00
21	Contingency	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
PROJECT BASE BID TOTAL				\$ 967,226.00	\$ 967,226.00	\$ 537,637.97	\$ 537,637.97	\$ 894,872.05	\$ 894,872.05	\$ 1,008,860.20	\$ 1,008,860.20
ALTERNATE BID											
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
22	Segmental Retaining Wall	3855.00	VSF	\$ 40.00	\$ 154,200.00	\$ 32.00	\$ 123,360.00	\$ 24.60	\$ 94,833.00	\$ 28.20	\$ 108,711.00
ALTERNATE BID TOTAL				\$ 154,200.00	\$ 154,200.00	\$ 123,360.00	\$ 123,360.00	\$ 94,833.00	\$ 94,833.00	\$ 108,711.00	\$ 108,711.00

Soccer Fields Grading and Retaining Wall Improvements		5		6		7		8		9	
Owner: City of Boonville		Phillips Hardy Inc 5900F North Tower Drive Columbia MO 65202		Midwest Heavy Construction LLC 17001 South 291 Hwy Pleasant Hill MO 64080		Jeff Schnieders Construction Co Inc 1314 Hwy 179 Jefferson City MO 65109		Mera Excavating LLC 24 Scenic Acres Lane Bonhills Mill MO 65016		Wayne Brown Enterprises 37890 E Hwy 240 Gilliam MO 65330	
Bid Opening February 21, 2017 at 2:00pm MECO Project No. 454-261											
BASE BID											
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1.00	LS	\$ 79,100.00	\$ 79,100.00	\$ 117,500.00	\$ 117,500.00	\$ 72,386.00	\$ 72,386.00	\$ 205,000.00	\$ 205,000.00
2	Construction Signage & Traffic Control	1.00	LS	\$ 5,520.00	\$ 5,520.00	\$ 7,600.00	\$ 7,600.00	\$ 5,600.00	\$ 5,600.00	\$ 1,500.00	\$ 1,500.00
3	Clearing and Grubbing	1.00	LS	\$ 43,000.00	\$ 43,000.00	\$ 32,200.00	\$ 32,200.00	\$ 26,350.00	\$ 26,350.00	\$ 88,000.00	\$ 88,000.00
4	Removal of Improvements	1.00	LS	\$ 16,900.00	\$ 16,900.00	\$ 35,535.00	\$ 35,535.00	\$ 12,821.00	\$ 12,821.00	\$ 16,000.00	\$ 16,000.00
5	Excavation, Filling and Grading	1.00	LS	\$ 551,000.00	\$ 551,000.00	\$ 681,464.00	\$ 681,464.00	\$ 921,420.00	\$ 921,420.00	\$ 600,000.00	\$ 600,000.00
6	6" thick Rip Rap w/Filter Cloth	520.50	SY	\$ 17.50	\$ 9,108.75	\$ 25.00	\$ 13,012.50	\$ 18.00	\$ 9,369.00	\$ 9.03	\$ 4,700.12
7	Truck Crossing / Speed Table	1.00	LS	\$ 11,200.00	\$ 11,200.00	\$ 14,000.00	\$ 14,000.00	\$ 9,635.00	\$ 9,635.00	\$ 14,200.00	\$ 14,200.00
8	Sediment and Erosion Control	1.00	LS	\$ 20,500.00	\$ 20,500.00	\$ 20,400.00	\$ 20,400.00	\$ 15,950.00	\$ 15,950.00	\$ 15,400.00	\$ 15,400.00
9	Concrete Retaining Walls	1.00	LS	\$ 171,000.00	\$ 171,000.00	\$ 169,056.00	\$ 169,056.00	\$ 136,904.00	\$ 136,904.00	\$ 315,000.00	\$ 315,000.00
10	Segmental Retaining Wall	255.00	VSF	\$ 29.50	\$ 7,522.50	\$ 29.50	\$ 7,522.50	\$ 25.00	\$ 6,375.00	\$ 56.47	\$ 14,399.85
11	4'x4' Junction Box	2.00	EA	\$ 7,300.00	\$ 14,600.00	\$ 3,705.00	\$ 7,410.00	\$ 3,073.00	\$ 6,146.00	\$ 2,900.00	\$ 5,800.00
12	4'x4' Area Inlet	1.00	EA	\$ 4,830.00	\$ 4,830.00	\$ 3,637.00	\$ 3,637.00	\$ 2,936.00	\$ 2,936.00	\$ 3,800.00	\$ 3,800.00
13	24" HDPE In Place	40.60	LF	\$ 43.50	\$ 1,766.10	\$ 68.75	\$ 2,786.10	\$ 68.00	\$ 2,760.80	\$ 49.26	\$ 1,999.96
14	30" HDPE In Place	446.90	LF	\$ 56.00	\$ 25,026.40	\$ 64.00	\$ 28,601.60	\$ 64.00	\$ 28,601.60	\$ 43.63	\$ 19,498.25
15	Concrete Pipe Anchors	4.00	EA	\$ 508.00	\$ 2,032.00	\$ 480.00	\$ 1,920.00	\$ 450.00	\$ 1,800.00	\$ 450.00	\$ 1,800.00
16	6" PVC In Place	160.50	LF	\$ 39.00	\$ 6,259.50	\$ 29.50	\$ 4,734.75	\$ 28.00	\$ 4,494.00	\$ 17.45	\$ 2,800.73
17	6" PVC Cleanout	2.00	EA	\$ 95.00	\$ 190.00	\$ 343.00	\$ 686.00	\$ 150.00	\$ 300.00	\$ 155.00	\$ 310.00
18	Stormwater Headwall	1.00	LS	\$ 11,200.00	\$ 11,200.00	\$ 18,450.00	\$ 18,450.00	\$ 11,620.00	\$ 11,620.00	\$ 11,900.00	\$ 11,900.00
19	Highway Entrance	318.00	SY	\$ 9.45	\$ 3,005.10	\$ 22.00	\$ 6,996.00	\$ 18.50	\$ 5,883.00	\$ 17.92	\$ 5,698.56
20	Seeding, Fertilizing, Mulching	1.00	LS	\$ 50,000.00	\$ 50,000.00	\$ 49,350.00	\$ 49,350.00	\$ 32,000.00	\$ 32,000.00	\$ 82,000.00	\$ 82,000.00
21	Contingency	1.00	LS	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
PROJECT BASE BID TOTAL				\$ 1,078,761.35	\$ 1,078,761.35	\$ 1,248,578.60	\$ 1,248,578.60	\$ 1,358,351.40	\$ 1,358,351.40	\$ 1,454,807.45	\$ 1,454,807.45
ALTERNATE BID											
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
22	Segmental Retaining Wall	3855.00	VSF	\$ 32.50	\$ 125,287.50	\$ 31.50	\$ 121,432.50	\$ 27.00	\$ 104,085.00	\$ 40.00	\$ 154,200.00
ALTERNATE BID TOTAL				\$ 125,287.50	\$ 125,287.50	\$ 121,432.50	\$ 121,432.50	\$ 104,085.00	\$ 104,085.00	\$ 154,200.00	\$ 154,200.00

*Written bid total on proposal is \$1,509,940.30, with a one cent difference



TO: Mayor and City Council

FROM: Irl Tessendorf

RE: Project Pele, Grading bids

Bids were opened on Tuesday, February 21 for the grading at Project Pele. The engineer's estimate was \$950,000 and the low bidder, Cody Martin came in at \$537,637.97. While we cannot go entirely into detail about the reasoning behind this bid, I can offer a few comments about the project and the bid that may provide a more complete picture. The range of bids was wide.

To begin, a few notes about the project and the bids in general to give you a fuller context of the project. As we have discussed, there are essentially three phases of the total project. The grading is the first phase, followed by the infrastructure construction to support the fields and the last phase is the turf and grass fields themselves. We are doing the infrastructure work (walking paths, stormwater, water, lights, etc) ourselves and some projects must be done as quickly as possible following the grading to ensure that we don't undo the grading improvements as well as to meet several school related deadlines. Due to the above issues, the City decided to evaluate bids on both time and cost and accept completion of the project in phases.

The City provided a maximum number of days (240), but asked contractors to submit a maximum number of days that was used to evaluate the bids. If a contractor supplied a number of days, that is the number of contracted number of days and liquidated damages could accrue if they exceed their provided maximum contract days.

Furthermore, the bids were set up in a way that each contractor was responsible for determining if additional fill material was needed and the additional fill was bid as a lump sum, not a unit price. By bidding as a lump sum, the City is protected from the uncertainty of the exact quantities of fill material needed.

As to the grading itself, what is really involved? In some sense it is kind of simple. Dirt has to be moved (pushed), around on the site, leveled to the proper grade and compacted along the way. The end product is pretty objective. The other element is building several concrete retaining walls to support corners or edges on a steep grade and minimal storm sewer work. That is all it is. Specifically, in regards to Cody Martin LLC's bid;

- The computer program utilized by Cody Martin to determine the amount of fill needed indicated that the cut and fill was balanced; therefore, Cody did not include a price for fill material. Should those calculations prove inaccurate, it will be the contractor's responsibility to provide fill material at his cost. Mecos program indicated there was likely to be a modest shortfall.
- Cody supplied a maximum number of days, 165. This is about 80 days short of our maximum number of days; and Cody indicated that he has built in several rain days to his timeframe. There is minimal risk to the City since he is well below our maximum number of days. Additionally, as previously mentioned, the City could invoke liquidated damages if he exceeds his contract days.
- The City has independently hired Terracon to provide nuclear density testing. This testing is used to determine that the compacted graded ground meets the required specifications. Given the size and scope of the project, Terracon will be onsite nearly every day and will be empowered to stop construction and/or require Cody Martin to redo any work that doesn't meet the specifications.
- Mecos Engineering will be on hand to observe the construction of all retaining walls and storm sewer
- There are several opportunities to adjust course since we will be accepting the project in multiple phases if need be. Phase 1 must be completed by July 15th.
- Cody Martin has been a very interested and engaged bidder since becoming aware of the project. Additionally, he successfully completed the demolition and grading of the Kemper Administration building. Unlike the Kemper Administration project, this project is less complicated only involves grading and retaining walls.

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE BOONVILLE CODE OF GENERAL ORDINANCES SECTION 2-35; ADOPTING THE MARCH 2017 CITY OF BOONVILLE PERSONNEL MANUAL; PROVIDING AN EFFECTIVE DATE THEREFOR AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS, the City of Boonville Personnel Manual has been revised and updated based on the changing needs of the organization; and

WHEREAS, the changes to the Code herein set forth will further identify and clarify the policies that are currently in effect for the administration of the human resources of the City of Boonville.

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 Section 2-35, text that is bracketed ([]) and ~~struck through~~ shall be deleted, and text in **bold print** shall be added.

SECTION 2: Section 2-35 of the Boonville Code shall be amended as follows:

Sec. 2-35. - Personnel manual.

There is adopted by reference that publication known as the "City of Boonville Personnel Manual," as [~~the same existed on June 16, 1997~~] **first drafted in 2002 and updated in 2017.**

(Ord. No. 2243, § 1, 12-20-76; Ord. No. 2508, § 1, 11-2-81; Ord. No. 2920, § 1, 4-17-89; Ord. No. 3132, § 1, 8-16-93; Ord. No. 3134, § 1, 9-7-93; Ord. No. 3414, § 1, 6-16-97; **Ord. No. _____, § 1, ____ - ____-17)**

SECTION 3: The City of Boonville Personnel Manual, March 2017 is hereby adopted and supersedes and replaces all previous versions of the City of Boonville Personnel Manual as adopted by previous Councils.

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

SECTION 5: That all previous ordinances setting forth or amending the provisions set forth in Section 2-35, as amended herein, which are or may be in conflict with this ordinance, are hereby repealed and replaced with the changes herein specified.

FIRST READING: March 6, 2017

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

President of the Council

APPROVED THIS 20th DAY OF MARCH, 2017

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk



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

To: Mayor Julie Thacher, Boonville City Council
From: Charissa Mayes *Charissa*
February 23, 2017

RE: Personnel Manual Update

Attached is a copy of the updated Personnel Manual designed to conform to the current needs, practices and structure of City government.

The critical changes include the following:

- Updating the controlled substance/alcohol policy
- Relieving the City of the burden, expense and administrative difficulty of directing and monitoring drug and alcohol rehab
- Tightening the Work Comp provisions and adding return to work and transitional duty policies consistent with the advice of MEM (the City's Work Comp provider)

It has been 14 years since this policy was revised, but the basic structure was good and has been kept intact.

Section numbering has been added so that we can cite different provisions in correspondence, reports, legal actions, etc. Also attached is the Ordinance adopting the updated policy in the Code (the online code indicates that the 1997 manual is the most recent).

**City of Boonville
Personnel Manual
March 2017**

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I. INTRODUCTION AND PURPOSE

Welcome to service with the City of Boonville, Missouri. Boonville has long promoted itself as a great place to live, work, and play, and it has a wealth of historic and recreational attractions that bring visitors from all parts of the world. As important as our past as a City has been, the future is even more important and depends upon a talented, professional, and dedicated team of employees that are committed to the hard work necessary to keep Boonville moving forward and reaching for excellence.

The City Council and City Administrator are providing this Personnel Manual as a reference source for all employees, Department Heads, and supervisors in order to promote the uniform and consistent administration of City policies in individual departments.

The City Council, City Administrator, Department Heads and all other management personnel will consult it when making human resources decisions to:

- 1) provide equal employment opportunity for applicants and personnel,
- 2) develop systems for recruiting, assigning, training, advancing and evaluating personnel, and
- 3) communicate basic employment values which encourage outstanding public service to the citizens of Boonville.

The language used in the Personnel Manual is not intended to create, nor is it to be construed to constitute, an employment contract between the City of Boonville and any one or all of its personnel.

The City Council and City Administrator will endeavor to exercise good judgment and sound discretion when this document does not address a particular problem or issue.

The City Council reserves the right to modify, revoke, suspend, cancel or change any or all language found in this document, when unforeseen circumstances occur.

II. HIRING AND RECRUITMENT, GENERALLY

The City Administrator acts as the Hiring Authority on behalf of the City Council for all positions, except Department Heads. When the City recruits for positions at the head of City departments, the City Administrator's role is to screen candidates, conduct interviews, and makes recommendations to the City Council for its ultimate approval/disapproval of an appointment.

The City Administrator may hire individuals, for the purpose of maintaining a full work force, to one of the following categories:

- 1) Full-Time - 40 hours or more per week.
- 2) Part-Time - Less than 40 hours per week.
- 3) Temporary - Full or part time work for a period of less than six (6) months.
- 4) Seasonal - Full or part time work on an interim seasonal basis.

A. Formal Recruitment Process

A Department Head who wishes to fill a vacancy must send a Request For Employment form to the City Administrator. The City Administrator may approve or deny the request. When necessary and appropriate, formal recruitment will involve announcing job openings, taking applications, evaluating and interviewing applicants, and selecting the best person for the job. At the discretion of the City Administrator, the City may alter or forego one or more steps in the formal recruitment process when necessary.

- 1) If the Request for Employment is approved, the Department Head may recruit applicants. This recruitment may include, but is not limited to, posting the job opening at City Hall, on the City's website, in the newspaper(s) and/or on other appropriate media.
- 2) Applicants must complete an application form.
- 3) The Department Head will review all applications which are timely received and will determine which applicants meet the minimum job requirements.
- 4) Any applicants who meet the minimum job requirements may be interviewed and ranked.
- 5) Reference checks will be conducted.
- 6) Other pre-employment checks may be performed, including but not limited to criminal background checks, child abuse and neglect screenings, employment verification or other investigations as may be directed by the Hiring Authority.
- 7) The Department Head will list his/her top three (3) recommendations for hire, plus his/her preference and send them, along with support information to the City Administrator for review and additional evaluation.
- 8) The City Administrator will approve or deny any new hire. The City Administrator may take any employment information to the City Council for its input.
- 9) A formal offer of employment will be made to the person selected to fill the vacancy, however the offer is conditional on the offeree's ability to pass his/her pre-employment physical, if required by state or federal law, and a pre-employment drug test.

B. General Recruitment Considerations:

- 1) Preference will be given to applicants who reside within the corporate limits of the City of Boonville, if the balance of the qualifications are otherwise identical.
- 2) Persons filling Department Head positions must reside within 15 miles of the City of Boonville within six (6) months of hire. The City Administrator and City Clerk shall be residents of the City of Boonville within 30 days of hire.
- 3) At the discretion of the City Administrator, preference will be given to qualified persons who were previously laid off from City service, if previous performance was deemed satisfactory in all relevant aspects at the time of the lay off.
- 4) Preference will be given to qualified persons who already work for the City of Boonville and who have a current satisfactory performance record.
- 5) Persons from the same family may not be hired to work in the same department without the approval of the City Administrator.

III. EQUAL OPPORTUNITY

Equal Employment Opportunity shall be a primary goal of the City's recruitment and personnel management efforts. As such, the City Council and City Administrator will strive to ensure equal opportunity for all applicants and employees when engaging in human resource activities, without regard to race, color, national origin, gender, age, creed or disability.

Such commitment to equal opportunity shall not be interpreted as requiring discrimination in favor of any person and will not call for the lowering of bona fide minimum requirements and standards necessary for efficient and effective performance.

The City Council, City Administrator and management personnel will make reasonable accommodations for qualified persons with disabilities, unless a requested accommodation will place an undue hardship on the City of Boonville.

A complaint of any person regarding the application of equal opportunity principles by the City of Boonville shall be delivered to the City Administrator.

IV. TERMS OF EMPLOYMENT

Being hired to work for the City of Boonville does not constitute a contract of employment. All personnel hired by the City Council and City Administrator shall remain at-will employees of the City.

V. ACTIVE EMPLOYMENT, GENERALLY

A. Orientation

All new hires shall meet with the City Clerk and appropriate Department Head or City Administrator for employee orientation.

The orientation will generally cover/include the following:

- 1) Completion of all employment-related forms (Personal Information Sheet, Payroll Forms, Direct Deposit Information, insurance applications, etc.)
- 2) Discussion of the employee's Probationary Period
- 3) Presentation of the Personnel Manual and acknowledgements of consent/understanding of specific policies contained in the Manual
- 4) Tour of City facilities directly related to duties of the new hire, as time permits
- 5) Pre-employment drug screening

At the conclusion of the orientation, the employee will be asked to sign a form which indicates he/she has been given an opportunity to ask any questions regarding City Personnel policies.

B. Personnel Records

The City of Boonville is required to maintain human resource records on all employees. It is important to keep your information on file in City records up-to-date, because this information is used for administrative purposes and emergency situations. Employees should notify the City Clerk as soon as possible of any changes to the following:

- (1) address
- (2) telephone number(s)
- (3) emergency contact
- (4) marital status
- (5) immigration/naturalization status
- (6) number of dependents
- (7) military status

Except for records and information the City is required to provide by law, including pursuant to a subpoena or court order, personal information about employees will not be released unless signed authorization has been given by the employee. Every effort will be made to ensure that each employee's Protected Health Information is segregated and protected from disclosure in accordance with HIPAA.

The City Clerk shall insure all employment forms are completed and sent to the proper agency or insurance administrator and that copies are retained in a personnel file which will contain, among other documents, the Application for Employment, I-9, Personal Information Sheet, and results of reference checks, drug screens, investigations, background checks, employee discipline and the like. Any employee may review his/her personnel records by contacting the City Clerk and arranging a time to meet, after the City Administrator has authorized the meeting and review.

C. Probationary Period

New employees will start out serving a Probationary Period in City service. The Probationary Period is, in essence, a working test that is an integral part of the employee selection and evaluation process. It will be used for observing work habits and productivity, aptitude for learning the required procedures for the job, attention to detail and safety, commitment to public service, and level of adjustment to the position and work environment. The Probationary Period is also the preferred time for the separation of those newly hired employees whose performance does not meet the expectations of the City Council, City Administrator and/or Department Head.

The normal length of the Probationary Period will be six (6) months, but for police and fire personnel, it will normally be one (1) year. The Probationary Period may be ended at any time by the City Council, City Administrator or Department Head, with or without the recommendation of the person's immediate supervisor.

Any employee dismissed during the Probationary Period shall have no right to request any meeting or review related to the decision to terminate his/her employment, which will simply be made on the basis of failure to satisfactorily complete the Probationary Period. Employees dismissed during the Probationary Period will be paid for all hours worked. No other compensation will be paid.

The Probationary Period may be extended, after written notice to the employee, whenever it is determined that more time is required to evaluate the person's ability to successfully perform the various duties of the position for which the individual was hired.

Former employees returning to City service after some period of separation may be required to serve a new Probationary Period.

Employees who are transferred or promoted to another City job or department must also serve a Probationary Period. Typically, the transfer or promotional Probationary Period will not exceed ninety (90) days but may be extended, shortened or ended at any time by the City Council, City Administrator or Department Head, with or without the recommendation of the employee's immediate supervisor.

D. Transfers and Promotions

Transfers and promotions are a privilege available to employees who have successfully completed their Probationary Periods, if and when other vacancies occur within the City of Boonville.

Employees must meet the requirements of the new position into which they will be transferred or promoted and must have satisfactorily completed the Probationary Period of their current position, unless excused from doing so by the City Administrator. A promotion is a vertical move to a vacant position, which is either at a higher level of function and responsibility or higher rate of pay, or both, while a transfer is a lateral move.

An employee or his/her Department Head may request a transfer or promotion. Before a move between departments may occur, the Department Heads of both departments and the Hiring Authority must approve it.

In no circumstance is a transferred employee guaranteed the option of returning to the original post, however consideration will be given in the event the original post has remained available, and the employee would otherwise be eligible for rehire.

E. Work Schedules, Generally

The City of Boonville has employees on duty 24 hours per day, 365 days per year. The work schedule is based on necessity and may be changed by the City Council, City Administrator and/or Department Head with notice if it is practicable to give it, or without notice when necessity dictates, in order to meet work requirements and attend to exigent circumstances. All employees are expected to be at work regularly and on time. If an employee will be late

or absent, he or she must call the on-duty supervisor immediately. Lunches and breaks are to be scheduled at the discretion of the immediate supervisor, so service will not be impacted and so there is full coverage of each work unit.

1. Police Department

The City of Boonville Police Department is always staffed. The Chief of Police is responsible for assigning work schedules. Work schedules will normally be posted two (2) weeks prior to the actual work activity. The work schedule is based on necessity and may be changed by the City Council, City Administrator and/or the Chief of Police with or without notice, to meet the work requirements.

2. Fire Department

The City of Boonville Fire Department is always staffed. The Fire Chief is responsible for assigning work schedules. Work schedules will normally be posted two (2) weeks prior to the actual work activity. The work schedule is based on necessity and may be changed by the City Council, City Administrator and/or the Fire Chief with or without notice, to meet the work requirements.

3. Public Works Department

The Department Head of each unit within Public Works is responsible for assigning working hours and for determining the hours the department is open for business. The work schedule is based on necessity and may be changed by the City Council, City Administrator and/or the Public Works Director with or without notice, to meet the work requirements.

The City Services building for Public Works is open from 8:00 a.m. to 4:30 p.m. Lunches will be staggered.

4. Waste Water Treatment Plant

The normal work week is Monday through Friday. Work hours are 7:00 A.M. to 3:30 P.M., with ½ hour for lunch. The On-Call person will perform the work requirements on Saturdays and Sundays. Normally this weekend work should take place between the hours of 7:00 A.M. and 3:30 P.M. At the discretion of the City Administrator, regular work weeks/shifts may be altered seasonally or otherwise for efficiency.

5. Water Treatment Plant and Transfer Station

The City's Water Treatment Plant and Transfer Station are operated under general management agreements with outside private companies. Water treatment and transfer station personnel are not City employees and are subject to the policies and procedures of the respective operating entities.

6. Water Distribution - Sewer Collection - Street Department

The normal work week is Monday through Friday. Work hours are 8:00 A.M. to 4:30 P.M., with ½ hour for lunch. The summer work week is Monday through Friday, June 15th through September 1st, during which work hours are 7:00 A.M. to 3:30 P.M., with ½ hour for lunch.

7. Parks & Recreation Department and Aquatic Center

The Department Head is responsible for assigning working hours and for determining the hours the department and facilities are open for business. The work schedule is based on necessity and may be changed by the City Council, City Administrator and/or the Director of Parks & Recreation with or without notice, to meet the work requirements.

8. City Hall

City Hall will be open for business from 8:30 A.M. to 5:00 P.M., Monday through Friday. Lunches will be staggered.

F. Unscheduled or On-Call Work

1. On-Call assignments

- 1) The City Administrator and Department Heads will be solely responsible for determining the need for On-Call employees. All employees are eligible for On-Call status.
- 2) Employees will be paid \$6.00 for each eight- (8) hour period while serving On-Call. On-Call employees must be able to reach their respective work sites within 15 minutes.
- 3) Employees who are On-Call and are notified of the need to report for work on a Call-In basis will be paid On-Call pay, plus pay for actual time worked.
- 4) The time credited for work during a Call-In situation or while serving On-Call will not include travel time to or from home.
- 5) Employees scheduled for On-Call status will be given as much advance notice as practical. Normally three (3) calendar days advance notice will be given so employees may make plans, however, the City Administrator and Department Heads may schedule employees for On-Call status with less than three days' notice.

2. Call-In

- 1) Employees receiving notice to report for duty on a Call-In basis on a day when not previously scheduled and when not On-Call will be compensated a minimum of one (1) hour's pay.
- 2) Employees who have completed a scheduled work day and who are not On-Call but have been called back to work will be compensated for a minimum of one (1) hour of pay.
- 3) Employees called to report for work before they are scheduled to report for a normal shift, and who report early and continue working into the regular shift, will not be considered to be there on a Call-In basis and will be paid only for all time worked.
- 4) Employees are expected to work when notified of a Call-In, unless excused by the immediate supervisor.
- 5) Employees reporting on a Call-In basis may be expected to do whatever work is necessary, even though not part of their regular duties, provided they have the necessary knowledge and skill to perform the work safely and without risk to the equipment or operation.
- 6) The time paid for Call-In work will be credited toward time worked in the pay period for overtime purposes.

G. Overtime

Overtime is defined by reference to the federal Fair Labor Standards Act (FLSA). The purpose of overtime is to aid in the accomplishment of the assigned functions of the City of Boonville. The necessity for overtime work shall be determined by the City Council, City Administrator or Department Head.

An eligible person traveling in connection with work, is to do so during the normal eight- (8) hour work period. Overtime will not be paid for travel to and from seminars, workshops and schools.

Overtime shall be compensated at the rate of one and one half (1½) times the regular hourly rate of pay for the work performed for each hour worked overtime. Department Heads have the discretion to allow Compensatory Time Off in lieu of overtime, which shall be accrued at 1 ½ times the hours of overtime worked. One Hundred Twenty (120) hours is the maximum number of Compensatory Time Off hours which a non-exempt employee may accrue and carry at any time, at the discretion of the Department Head. Overtime pay must be taken if the employee has maxed out his/her accrual of Compensatory Time Off.

Exempt classifications are not eligible for overtime pay. Non-Exempt classifications are eligible for overtime pay. Exemption status shall be determined by reference to the FLSA and associated regulations.

H. Outside Employment

The primary work obligation of all full-time City employees is to the City of Boonville. The City of Boonville does not limit a person's activities during non-working hours unless those activities interfere, or are in conflict, with performance of City work duties or they create a conflict of interest.

Employees seeking or accepting outside employment must notify the appropriate Department Head, in writing, of their intent.

A potential conflict of interest exists when a City worker is a director, president, general manager or similar executive officer of, or owns or controls directly or indirectly a financial interest in, any non-governmental entity participating in contracts, purchases, or any other business transactions with the City of Boonville.

The City Council of Boonville requires all personnel who have a potential conflict of interest, which is related to the carrying out of their official duties, to give seventy-two (72) hours' actual written notice to the City Administrator, of the existence of a known potential conflicting interest.

If in doubt whether a particular activity would cause a possible conflict of interest, please discuss it with the City Administrator or Department Head.

VI. TRANSITION FROM ACTIVE DUTY

A. Resignation

An employee wishing to resign from the City of Boonville is encouraged to give a written notice of resignation to his/her immediate supervisor fourteen (14) calendar days prior to the last day of work. Such notice is helpful but is not mandatory.

B. Return of City-Owned Property

All City of Boonville property shall be returned, and all outstanding accounts shall be taken care of, before final pay is issued. Final payroll will be directly deposited to the person's account of record with the next regular payroll following exit from City employment. At the discretion of the City Administrator, a paper check may be cut and made available at City Hall, concurrent with the next regular payroll, so that City of Boonville property may be returned before the final check is issued.

C. Layoffs

The City Council and/or City Administrator may initiate layoffs. Under normal circumstances, layoffs would be due to a lack of work, lack of funds, or reorganization of City government based on some combination of the two, but other reasons may be considered.

The Hiring Authority and Department Heads may use any reasonable criteria in determining who will be laid off and who will be retained. All employees are subject to layoff. Normally, job performance will be a primary consideration in making such determinations. Other factors may include time in current position and length of service and/or the priority of the job itself to what the City Administrator and Council deem to be the essential functions of City government.

The Hiring Authority and Department Heads may use transfers and demotions in the layoff process. Employees must meet the minimum qualifications of any position into which they are being transferred or demoted.

Employees who are laid off, or who are demoted in lieu of layoff, will generally be eligible for rehire by the City, as vacancies arise, but each must initiate a regular application process for any job in which he/she is interested and for which he/she is qualified.

D. Pay and Benefits on Cessation of Service

Cessation or termination of service is the separation of an employee from the City of Boonville by resignation, retirement, layoff, involuntary dismissal or death.

Upon termination of service, employees will be paid for all unused Vacation and Compensatory time. The payment is calculated at the person's hourly rate of pay on his/her last day of work. This payment cannot exceed the maximum accrual limits listed elsewhere in this Manual. Upon death of an entitled worker, payment is made to the beneficiary(s) of record, or to the estate, for all unused Vacation and Compensatory time accrued, up to the applicable maximum.

VII. WAGES

The City Council and City Administrator shall provide for wages and salaries of all City employees in accordance with an annual appropriation for same at the beginning of each fiscal year, which starts April 1 and runs through the following March 31, and any amendments to that annual appropriation.

A. Jobs and Pay Levels

- 1) Position pay levels will be established based on job descriptions which include duties, responsibilities, education, work experience, physical and work environment requirements.
- 2) The City Administrator and Department Heads shall have broad discretion to affix job titles and corresponding wage/salary levels, which may be adjusted from time to time at the direction and with the approval of the City Council.
- 3) In addition to regular wages, wastewater treatment employees will be paid an award for receiving DNR licenses according to the following schedule:
 - a. "A" License or equivalent - \$55.00 per month
 - b. "B" License or equivalent - \$27.50 per month
 - c. "C" License or equivalent - \$11.00 per month
 - d. "D" License or equivalent - \$ 5.50 per month
- 4) New or transferred employees will normally start at a wage/salary level set at the discretion of the Hiring Authority and shall advance through salary adjustments made at the beginning of each fiscal year thereafter, in accordance with the yearly appropriations process authorized by the City Council.
- 5) A Department Head may request an advanced starting salary or yearly increase when a particular employee's education and work experience clearly demonstrate a case for it. The request must be made in writing and given to the Hiring Authority who shall have the sole discretion for approval/rejection of the request.

B. Payroll

Payroll disbursement occurs via automatic, direct deposit every two weeks on Friday, following the end of the pay period.

Employees must complete time sheets covering all time worked for each pay period. Each time card will serve as a log for documenting each hour actually worked and any time off taken during the pay period. The time sheet entries

should be completed each day. Time sheets are to be given to the City Clerk no later than Monday at 5:00 P.M. following the end of the pay period.

Employees will receive statements showing gross and net pay earned for each period and the amount withheld for each deduction. The City of Boonville is required by law to withhold state income tax, federal income tax and social security, but will also withhold for other deductions which are requested by the individual or ordered by a court of competent jurisdiction. Voluntary deductions may include, but are not necessarily be limited to, health or other optional insurance premiums or deferred compensation deposits.

VIII. ATTENDANCE AND LEAVE

A. Paid Vacation

The City of Boonville adheres to the following Vacation accrual guidelines. Vacation days are for the employee's benefit and are expected to be taken. They may not be taken in increments of less than a ½ day. The City of Boonville will not provide salary in lieu of unused Vacation days, except in the case of a separation from employment.

Accrual Rates:

5 days per year, during the first year of service
10 days per year, during the second through the sixth year
15 days per year, during the seventh through the eleventh year
20 days per year, during the twelfth through the nineteenth year
25 days per year, after the twentieth anniversary date

Part-Time, Temporary and Seasonal employees are not eligible for paid vacation. Full-time employees who do not use any Sick Leave throughout the year receive an extra Vacation day.

Vacation days may not be taken until they have been accrued, which is deemed to occur on the anniversary date of the current period of employment. An exception may be made with the written permission of the City Administrator, provided the Vacation hours have been earned (though not yet accrued), consistent with the above rates. Maximum Vacation leave accruals will be enforced upon each employee's anniversary of current employment with the City of Boonville. Maximum Vacation leave accruals shall be two (2) times the maximum annual accrual for the year immediately preceding each anniversary date. Any Vacation time which exceeds the maximum accrual on the employee's anniversary date will be removed from the payroll record and will no longer be available to the employee for any purpose whatsoever.

Vacation leave must be requested on a Leave Request Form filled out and submitted to the requestor's supervisor or Department Head. Employees are directed to make requests for Vacation leave no fewer than seven (7) days prior to the requested leave period, unless exigent circumstances make such an advance request impossible. Supervisors, Department Heads and the City Administrator must approve paid Vacation leave. Full coverage of departmental duties and business necessities (such as special assignments or public office hours) may be taken into consideration when approving Vacation leave.

Holidays that occur during, preceding or succeeding Vacation leave will not be counted as a day of Vacation leave.

Changes in Vacation leave accrual shall become effective with each employee's anniversary date.

B. City Holidays

The City of Boonville observes the following holidays:

New Years Day - January 1
Martin Luther King, Jr.'s Birthday - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
Day After Thanksgiving
Christmas Day - December 25
Worker's Birthday - Within 1 Week of Actual Birthday

Full-time employees who work on an official holiday shall be given an alternative day off or shall be paid for the time worked at a rate of 2 ½ times the person's hourly rate. The alternative day off must be taken within thirty (30) days of the holiday, and it must be approved by the Department Head. The Department Head will give an alternative day off when the holiday falls on a regular day off.

Part-time, Temporary and Seasonal personnel may observe the holiday if they are not scheduled to work. Such observance is without pay. If required to work on an official holiday, they will receive their regular rate of pay.

When any of these dates fall on a Saturday or Sunday, the holiday will be observed on a date set by the City Administrator and/or Department Head.

C. Sick Leave

Paid Sick Leave is available to full-time employees for absences due to medical reasons. In addition, it provides paid leave for employees to schedule and receive medical, dental or optical treatments or examinations. One discretionary day off may be taken each year from accumulated Sick Leave, which discretionary day will not count against total Sick Leave used in a calendar year. The discretionary day is for the purpose of granting an extra Vacation day as an award for good attendance. Part-time, Temporary and Seasonal employees are not eligible for paid Sick Leave but may be absent due to medical needs.

Sick Leave is intended to be held in reserve for when it is needed for paid leave to recover from illness or injury. An employee may accumulate Sick Leave days but never own them. One Hundred Fifty (150) days may be accumulated. Full-time employees accrue twelve (12) days of paid Sick Leave per year. In general, employees are encouraged and expected to accumulate and maintain a Sick Leave balance and are discouraged from using Sick Leave hours for other than their intended purpose.

D. Reporting Unscheduled Absence (All Employees):

An employee must notify his/her supervisor (or the on-duty supervisor, in his/her absence) prior to the start of a scheduled work shift when an absence from work is required due to an unforeseen illness, accident or other circumstance. An employee must notify his/her supervisor at least one (1) day before an absence when the absence is for a pre-arranged treatment or appointment.

For absences due to illness or injury which require more than one (1) day of leave from the workplace, the employee must keep his/her supervisor reasonably informed of the associated medical condition and progress each day so that coverage of regular duties may be arranged through scheduling other employees, if necessary. Employees out on Sick Leave must complete a leave request form promptly upon returning to work. Department Heads may request a doctor/dentist's excuse before approving Sick Leave pay, at their discretion.

E. Illness in the Family and FMLA Leave

Sick Leave may be used when the employee is absent because of an illness, the birth/adoption/foster care of a child, or due to an accident in the immediate family that requires the employee's personal attention. "Immediate family" refers to spouse, children and parents, by consanguinity or affinity.

Under the Family Medical Leave Act (FMLA), an employee with more than twelve (12) months of full-time service to the City may be eligible for up to twelve (12) weeks of job-protected, unpaid leave in order to care for a seriously ill spouse, child, parent or self. Such unpaid FMLA Leave, granted upon proper documentation of a qualifying medical condition, will be allowed after all paid Sick Leave and Vacation days have been exhausted. The total amount of time away from the job may not exceed twelve (12) weeks. The City Administrator may extend Sick Leave at his/her discretion.

F. Military Leave

Full time employees who are members of the National Guard or other reserve components of the armed forces of the United States, are entitled to a leave-of-absence on those days for which they are ordered to military duty or training. Military leave shall not exceed one hundred twenty (120) hours in any calendar year. This limitation shall not apply to members of the National Guard engaged in the performance of duty or training in the service of the State of Missouri at the call of the Governor, and as ordered by the Adjutant General. Military leave will not be charged against the person's Vacation leave.

A copy of the official orders directing the military duty or training and a Leave Request Form must be presented to the person's immediate supervisor for approval.

G. Jury Duty

Employees are allowed to be absent from work, with pay, to serve as a member of a jury. Verification of the jury duty, along with a Leave Request Form, must be presented to the immediate supervisor.

H. Other Excused Leave

The City Administrator and/or Department Head may grant any employee additional time off from duty when, in their discretion, such leave is justified for reasons including the following:

- 1) Attendance at professional conferences, institutes or meetings when such attendance, in the opinion of the City Administrator and Department Head, will contribute to the betterment of City government.
- 2) Bereavement leave for the death in the immediate family. For purposes of bereavement leave, "immediate family" means spouse, children, parents, grandchildren, parents-in-law, brothers, sisters, brothers or sisters-in-law, sons- or daughters-in-law and any grandparent. Normally, such leave shall not exceed three (3) work days.
- 3) The death of a friend or relative not considered immediate family may justify excused leave. The time off will be up to four (4) hours.

Time off may or may not be with compensation at the discretion of the City Administrator and Department Head. Except in the case of an emergency, it shall be requested on the Leave Request Form prior to the cited need.

IX. WORKERS' COMPENSATION REQUIREMENTS

A. Work Comp, Generally

By law, all City employees are covered by Workers' Compensation insurance, which provides medical and disability benefits if an employee is injured on the job. Whether or not medical attention is necessary, the City of Boonville is

required by law to report any on-the-job injury to the Workers' Compensation insurance carrier within five (5) days of its occurrence. If any injury is not reported during the required time period, the employee may lose his/her right to Workers' Compensation benefits and/or may not get the most appropriate medical care. Even seemingly minor injuries may later require medical care, so it is important for all workplace injuries to be reported as soon as possible.

B. If you sustain or witness an on-the-job injury, you must:

- 1) See that 9-1-1 is called if the injury is life-threatening.
- 2) Report the injury to your on-duty supervisor immediately.
- 3) Work with the on-duty supervisor to obtain the appropriate level of medical care for the injured party. Whenever possible and appropriate, in light of the nature of the injury and/or the incident giving rise to it, the City Administrator or his/her designee should be consulted for direction to a City-recommended medical service provider.
- 4) File an incident report by the end of the shift during which the injury occurs, if it is physically possible to do so.
- 5) Follow up as soon as possible to see that an incident report, detailing the circumstances of your injury (or that of a co-worker that you witnessed), is on file with the City and that you have personally reviewed and signed it. Be sure that your physician's report(s) are submitted to the Department Head.

C. Check-In Requirement, Return to Work, and Limited/Transitional Duty

Any employee being treated under Workers' Compensation, and who cannot work, must discuss the progress of his/her medical treatment with his/her supervisor each week and must notify the supervisor within 24 hours of any changes in his/her condition, prognosis or treatment plan. The City Administrator, Department Head or supervisor may request a written progress report from the individual's Workers' Compensation treating physician at any time during the treatment process. The employee shall execute a HIPAA-compliant release to allow the supervisor or Department Head to discuss what options for medically-appropriate transitional duty assignments exist so the employee can begin a smooth transition back to work. If an individual will be placed on transitional duty, the employee and supervisor shall see that written approval by the individual's physician is on file with the Department Head.

Transitional duty assignments are dependent upon the physical limitations and capabilities of the employee and the City's availability and need for work that is suitable for the patient's limitations. Transitional work may be full- or part-time and may be in another department of the City than the one to which the employee is permanently assigned. Failure of the employee to report for medically-appropriate transitional work, when offered, may result in reduction or termination of wage replacement benefits and/or could jeopardize reinstatement.

D. Other Mandated Accident/Incident Reports

Regardless of whether or not any injury is sustained, any employee who is involved in a motor vehicle accident during a work shift and/or in a City vehicle must report it immediately to his/her supervisor so that an Accident/Incident Report can be filed.

E. Workplace Safety

Injuries and illnesses in City workplaces have the potential to impose a substantial burden upon the entire community by exposing the City to loss, increasing medical and insurance costs, and increasing general risks to safety and public health.

Employees of the City of Boonville deserve a workplace free from recognized health and safety hazards. It is appropriate for the City of Boonville to provide for health insurance and paid Sick Leave for full time employees and to endeavor to provide every City worker with reasonably safe conditions for work. Employees are encouraged to follow their physician's recommendations for preventing the spread of disease and illness, and for improving their

personal health outcomes, by judiciously making use of paid Sick Leave to help prevent transmission of colds and flu to others in the workplace.

Employees are expected to report safety and health hazards to their Department Heads. Department Heads should promptly investigate and correct safety deficiencies. When corrections cannot be made by the Department Head, he/she shall report such matters to the City Administrator in a written report and recommend appropriate corrective action. These reports may be brought to the attention of the City Council.

No retaliation may be taken against an employee who makes a complaint or otherwise registers a concern over a workplace safety issue.

X. ALCOHOL & SUBSTANCE ABUSE POLICY: DRUG- AND ALCOHOL-FREE WORKPLACE

A. Administration of the Policy

The City of Boonville is a drug- and alcohol-free workplace. The illegal use of prescription drugs or controlled substances at any time and/or being under the influence of such substance(s) and/or alcohol during work hours is considered misconduct and is not consistent with the behavior the City has a right to expect of its employees. It is the policy of the City of Boonville to safely provide dependable and economical services to its citizens and safe working conditions for its employees. This policy applies to all employees of the City of Boonville.

The use, possession, distribution or sale of controlled substances, illegal drugs, or alcohol; being under the influence of any of these; or testing positive for any of these (including their inactive components or metabolites) while working for the City is strictly prohibited while on duty, while on City premises or worksites, and while operating vehicles, machinery or equipment owned or leased by the City.

1. Policy Administrator

The City Administrator shall be designated as the Alcohol and Substance Abuse Policy Administrator for the City of Boonville. Any inquiries concerning this policy, its application, its administration or its interpretation shall be made to the policy administrator or his/her designee.

2. Alcohol & Controlled Substance Prohibitions

Every employee is prohibited from the operation of a commercial motor vehicle and/or from reporting to work or otherwise engaging in any duty-related functions: (1) while consuming alcohol; (2) while having a blood alcohol concentration of 0.02 or greater; (3) within four (4) hours of consuming alcohol; (4) after refusing to submit to an alcohol test; and (5) within eight (8) hours after an accident as specified in this policy.

Every employee is prohibited from the unauthorized use of a controlled substance at any time, whether on or off duty, and is prohibited from the unauthorized possession of alcohol while on duty and unauthorized possession of controlled substances at any time, whether on or off duty.

3. Mandatory Self-Reporting

Any employee who pleads guilty to or is convicted of any crime related to controlled substances or alcohol, including a traffic offense, must report the conviction or guilty plea to the policy administrator within 24 hours of such event. Failure of an employee to report such a conviction or guilty plea to the policy administrator may be cause for immediate dismissal from service.

Any employee whose job performance requires the possession of a valid CDL and who loses the CDL for a violation, or as a consequence, of the law shall be subject to disciplinary action up to and including dismissal from City service. The employee shall notify the policy administrator and the employee's immediate supervisor of the loss

of the CDL within 24 hours. Failure to notify the policy administrator of the loss of the CDL shall result in immediate dismissal from service.

4. Education and Training

The City of Boonville shall develop and provide training for all supervisors and managers who are responsible for the administration and enforcement of this policy. The substance abuse training, at a minimum, shall include at least sixty (60) minutes of program on the physical and behavioral effects on personal health, safety and the environment and on performance indicators. The training should address the effects of alcohol use and abuse, the side effects of abuse and the consequences of prohibited work-related activity involving alcohol consumption. The training shall include an overview of this policy and its implementation/application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

5. Confidentiality

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City of Boonville and the testing laboratory. The records shall be maintained separately from other personnel records kept by the City of Boonville and shall be kept in a secured location with other medical records.

Any person who breaches the confidentiality provisions of this policy shall be subject to immediate dismissal from employment and/or from any contractual relationship with the City of Boonville without recourse.

B. Mandatory Controlled Substance and Alcohol Testing of Employees

Employees shall be subject to controlled substance and alcohol testing as follows: pre-employment testing for all prospective or new hires, random testing (except as provided herein), reasonable suspicion testing, post-accident testing, return-to-work testing and follow-up testing after rehabilitation programs.

1. Pre-Employment Testing

Pre-employment urine or oral fluid lab testing shall be required of all applicants receiving an offer of employment with the City for all positions. Future employment status changes such as promotions, transfers or part- to full-time transitions shall be considered new employment as if an offer was made for original entry into City service for purposes of this policy. Receipt of satisfactory test results is required prior to commencement of work or at the earliest possible occasion it may be scheduled in the first few days of employment. Any positive controlled substance or alcohol test shall disqualify an applicant from employment for a period of no fewer than 180 days. Evidence that (1) the applicant has successfully completed a formal program of treatment for substance abuse/chemical dependency or that the applicant has submitted to an assessment by a qualified Substance Abuse Professional (SAP) and been deemed to be without the need for substance abuse/chemical dependency treatment, and (2) at least one negative controlled substance and alcohol test shall be required before any further offer of employment is extended by the City.

2. Reasonable Suspicion Testing

Reasonable suspicion testing shall be used to determine fitness for duty by use of urine, oral fluid lab and/or breath testing when there are objective, observable reasons to believe that the use and abuse of any controlled substance or alcohol is adversely affecting an employee's job performance or that the employee has violated this policy. Reasonable suspicion referral for testing shall be made on the basis of documented, objective facts and circumstances which are consistent with the effects of substance use. Reasonable suspicion observations and reports can only be made by supervisory or management employees and must be based on contemporaneous, articulable observations concerning the subject employee's appearance, grooming, gait, speech, behavior, and breath and body odors. The observing supervisor or manager, whether or not the person is the employee's immediate supervisor, must complete an observation report before the employee is directed to report for reasonable suspicion testing, which shall include both oral fluid or urine drug test and a breath alcohol test.

Reasonable suspicion testing shall be required and completed whenever possible, within two (2) hours of the observation, but in any case, no later than eight (8) hours after the observation for breath alcohol testing and thirty-two hours (32) hours for controlled substance testing. If possible, reasonable suspicion testing shall be conducted at the employee's regular work site. If the employee tests positive for the consumption of any controlled substance or alcohol or if that employee is suspected of being presently impaired, he or she shall be driven to and from the test site and/or to the employee's usual place of abode concurrent with the reasonable suspicion testing so that he or she is prevented from driving under the influence, if possible.

3. Post-Accident Testing

Post-accident testing shall be required of any employee after an on-duty motor vehicle accident in which a fatality has occurred; where a traffic citation is issued to him or her as a result of the accident; where injury to a person requires transport to a medical treatment facility; or where there has been disabling damage to one or more vehicles which requires towing from the accident site. Testing shall include both breath alcohol and urine or oral fluid lab testing of the employee(s).

Whenever possible, post-accident testing shall be completed within two (2) hours of the accident. Barring exigent circumstances, post-accident breath alcohol testing must be done less than eight (8) hours after the accident, and testing for other controlled substances shall be done in under thirty-two (32) hours from the time of the accident. An employee involved in an accident shall refrain from alcohol consumption for at least eight (8) hours following the accident.

4. Random Testing

Random testing shall be conducted on all persons covered by this policy. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically-based selection method. Testing shall be conducted whenever ordered by appropriate supervisory employees, but no less frequently than required by federal law and regulations, and in such numbers as minimally determined under the regulations.

5. Return-to-Work Testing

Return-to-work urine, oral fluid lab and alcohol testing for all employees covered by this policy shall be required for all employees returning to work or offered re-employment by the City after failing a controlled substance or alcohol test previously administered under this policy. Evidence that (1) the applicant/employee has successfully completed a formal program of treatment for substance abuse/chemical dependency or that the applicant/employee has submitted to an assessment by a qualified Substance Abuse Professional (SAP) and been deemed to be without the need for substance abuse/chemical dependency treatment, and (2) at least one negative controlled substance and alcohol test shall be required before any further offer or resumption of employment is allowed by the City.

6. Follow-up Testing

Employees or new hires having ever failed a controlled substance or alcohol test administered under this policy shall be subject to frequent, unannounced, random urine and/or oral fluid lab and breath alcohol testing at the discretion of the policy director for a period of time up to sixty (60) months from the employee's return-to-work date.

7. Failure to Test

Any employee or post-offer applicant who fails or refuses to submit to the required testing under this policy, or delays compliance with a directive to report for testing, is considered to have tested positive and shall be subject to all of the consequences that flow from testing positive.

C. Independent Rehabilitation Efforts

Any employee who tests positive for the use and consumption of alcohol or other controlled substances or who is prosecuted and is found to be (or pleads) guilty to an alcohol or drug offense is strongly encouraged to seek out and comply with any professional recommendations for treatment and rehabilitation for substance abuse. Employees dismissed for violation of this policy must submit to evaluation and recommended treatment in order to be considered for re-hire. Employees subject to lesser disciplinary action will only be retained on the condition of evaluation and treatment.

Evaluation and treatment by a substance abuse professional shall be at the sole expense of the employee, less any portion of such services underwritten by the employee's health insurance.

D. Testing Protocols

1. Contract for Testing Services

The City of Boonville shall secure a contract with an appropriately certified testing laboratory to conduct the controlled substance testing analysis, breath alcohol testing and reporting required under this policy and under federal law in conformity with the standards established under the federal regulations.

Any testing service with which the City contracts shall use a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) and shall perform all testing herein described under the supervision of a qualified Medical Review Officer (MRO) charged with evaluating the reporting results under the guidelines set forth in 49 CFR, Part 40. All drug and alcohol test samples will be collected in a manner, and by individuals, meeting federal testing requirements as set forth in 49 CFR, Part 40.

2. Testing Controls

Alcohol: Federal regulations require breath testing to be done on Evidential Breath Testing devices approved by the National Highway Safety Administration. An initial screening test is conducted first. Any result that is less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with a blood alcohol concentration of 0.02 or greater shall be removed from service for at least twenty-four (24) hours.

Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work-related activity. Such an employee will be subject to immediate termination or other serious disciplinary action. Unless terminated, the employee shall not be permitted to resume work until the employee is (1) evaluated by a SAP, (2) has complied with any recommendations of the SAP for rehabilitation and (3) has tested negative in a follow-up test.

Controlled Substances: Controlled-substance testing will be for the following substances:

- (1) Marijuana (THC metabolite)
- (2) Cocaine
- (3) Amphetamines
- (4) Opiates (including heroin)
- (5) Phencyclidine (PCP)

Testing may also include barbiturates, benzodiazepines, methaqualone, methadone and propoxyphene, and any other drug the City may designate in the future.

3. Disciplinary Action

Violators of the drug-free and alcohol-free workplace policies of the City of Boonville will be subject to disciplinary action, up to and including involuntary dismissal. Participation of an employee in a program of rehabilitation for abuse of substances does not serve as a bar to imposing disciplinary action related to violations of this policy.

Any supervisor or manager who knowingly permits an employee to violate this policy or to engage in work activity while consuming alcohol or a controlled substance or who fails to enforce this policy shall be subject to immediate dismissal from employment.

This policy does not displace any other penalties that may be imposed or be incurred as a result of violation of the City of Boonville's policy, state and federal laws, or as provided in the Workers' Compensation laws.

4. Coordination with Other Laws & Policies

This policy shall be administered in compliance with other federal, state and local laws related to employee health and welfare policies, leave policies, benefit programs and other related policies of the City of Boonville. In the case of apparent conflicts between this policy, other policies and applicable laws, the policy administrator shall make the appropriate rulings to resolve the potential conflicts.

In the event that any part of this policy is judicially determined to be in conflict with any law or to be in violation of any law or is rendered ineffective because of some state or federal legislative enactment, that part(s) shall be void, but the remainder of the policy shall remain in effect. Parts that are void or voided shall be replaced as soon as possible to maintain the full effect of this policy and/or to bring it into compliance with relevant laws.

5. Amendments

This policy is subject to amendment by the City of Boonville from time to time. Amendments that are made shall be provided to employees upon adoption and shall become effective as provided by the policy administrator.

XI. PERFORMANCE MANAGEMENT & COMMUNICATION EXPECTATIONS

Performance management is an important part of the day-to-day operations of the City of Boonville. The City Council, City Administrator, Department Heads and/or immediate supervisors may observe employee performance and provide feedback at any time. The use or adherence to the following guidelines shall not prevent the City Council, City Administrator or Department Heads from taking any action they consider necessary to carry out the effective operations of the City of Boonville.

When performance is considered outstanding or exemplary, supervisors should make a note of the performance, and if appropriate, send a brief note to the employee and his/her personnel file commending the performance and noting specifics such as when, for whom, where, and under what circumstances there has been outstanding performance and describing the community benefits thereof. At the City Administrator's discretion, an employee who has shown outstanding performance may be awarded with paid time off.

When Performance is considered satisfactory, supervisors should verbally acknowledge the performance and make a note of the performance so that employees are assured they are meeting expectations.

When Performance is considered less than satisfactory or where it requires substantial improvement, supervisors and/or Department Heads should speak with the employee, write down the details for future reference, explain the specific nature of the problem, listen to the staff member's explanation and review the performance expectations and areas requiring improvement. Whenever possible, memoranda describing these meetings and expectations for improvement shall be kept by the supervisor and Department Head, and a copy should be sent to the City Clerk for placement in the personnel file.

Other remedies to address performance problems include, but are not limited to, suspension, demotion or dismissal of the person.

XII. BEHAVIORAL EXPECTATIONS OF EMPLOYEES

Attendance

Employees are expected to be available and on time whenever scheduled to work. Unexcused absence and tardiness are unacceptable and may be grounds for disciplinary action and/or the reduction in management's assessment of overall performance of an employee. Frequent unexplained or unexpected absences that are not reported to a supervisor and/or verified with a physician's excuse when lasting over three (3) consecutive work days may indicate an abuse of Sick Leave policy. At the discretion of the City Administrator, abuse of Sick Leave policy may be grounds for disciplinary action, including dismissal from City service.

Attitude

All citizens, visitors to the City of Boonville and other City employees are to be treated politely, professionally and pleasantly. Threatening, violent or rude behavior is unacceptable.

Bulletin Boards

City bulletin boards are for City of Boonville business only. No other information may be posted on the bulletin boards or any other City facility wall or window surface, without the approval of the City Administrator or Department Head.

City Property

All City-owned facilities, furniture, cabinets, furnishings, equipment, tools, computers, e-mail, software and vehicles are the sole property of City of Boonville and are to be used specifically for the purpose of achieving the goals of the City.

The City Council, City Administrator, Department Heads and supervisors or their designee(s) may enter all City facilities and vehicles and open or search all furniture, cabinets, furnishings, equipment, tools, computers, e-mail, software and electronic devices at any time, for the purpose of conducting business, complying with the law, or cooperating with any local, state or federal law enforcement agency-involved investigation of any kind. City employees shall have no reasonable expectation of privacy in or about personal property that is owned by the City of Boonville.

City Vehicles

The appropriate class driver's license is required to operate a City of Boonville vehicle. Employees are expected to operate such vehicles in a safe and courteous manner and to abide by all state driving laws and regulations.

Conduct Outside of Work

Behavior or activity outside of work that makes it impossible for a person to carry out the full responsibilities of his/her position with the City is unacceptable.

Departmental Dress Codes:

Administration

What we wear is a reflection of the pride we have in the City of Boonville. It is important to present a professional and businesslike appearance. With that in mind, here are some guidelines:

- 1) Employees should wear suitable professional attire for an office environment.
- 2) Provocative clothing is not appropriate. Denim blue jeans may be worn only with the express permission of the Department Head.
- 3) Clothing must not constitute a safety hazard.
- 4) Strong perfume, cologne or after shave should not be used.

Police Department

Uniforms shall be provided for full time Police Department non-exempt staff and shall be worn in accordance with Police Department procedures and guidelines.

Fire Department

Uniforms shall be provided for full time Fire Department staff and shall be worn in accordance with Fire Department procedures and guidelines.

Public Works Department

Uniforms shall be provided for full time Public Works Department non-office staff and shall include shirts, pants or denim jeans and will bear the City of Boonville logo and department.

Parks & Recreation Department

Uniforms shall be provided for full time Park Department non-office staff and shall include shirts, pants or denim jeans and will bear the City of Boonville logo and department.

Aquatic Center Employees

Employees must wear the suits/trunks and/or t-shirts furnished by the Parks & Recreation Department. Other apparel worn while on duty must not present a safety hazard or make it difficult to carry out the responsibilities of the job. When selecting work apparel, modesty and good taste must prevail.

Athletic Field Employees/Park & Mowing Employees

Dress code set forth in department policy.

Housekeeping in Work Areas

The area in which you are working shall be maintained in a clean and orderly manner. All equipment, tools and materials will be neatly stored.

Insubordination

Insubordination is the refusal of an employee to follow a directive given by a supervisor, Department Head or City Administrator. Legal orders, those not in conflict with federal, state or local law, given by the City Administrator, Department Head and/or immediate supervisor are expected to be followed to the best of the employee's ability. Failure or refusal to follow any lawful request of a supervisor will be documented and may constitute a basis for disciplinary action.

Job Abandonment

When employees are absent from duty for three (3) days without notification of the appropriate supervisor or Department Head and/or authorization, it will be considered employee abandonment of his/her position without notice, which shall be considered misconduct and may be grounds for immediate dismissal or lesser disciplinary action.

Media Inquiries/Public Comment Regarding City of Boonville Business

All requests for comment or for interviews concerning City of Boonville business by the press/radio/television or members of the public must be directed to the City Administrator or the Mayor. Police matters may be directed to the Chief of Police or his/her designee and Fire Department matters may be directed to the Fire Chief or his/her designee. Employees are not authorized to speak in any official capacity about City business, and unofficial, anonymous or "off the record" remarks or dissemination of information gathered in the course of working for the City are prohibited.

Motor Vehicle Operation

Employees must comply with all Department of Transportation, State of Missouri and City of Boonville traffic and vehicle operation rules and regulations.

Political Activity

Employees may not participate in any political activities as representatives of the City of Boonville. Employees may not participate in the campaigns of candidates running for City office but may assist in voter education initiatives that are supported or sponsored by the City for City issues which are included on the ballot. They may express their opinions while not on duty, provided they are clear that the opinions expressed are their own. Employees may not wear political pins, buttons or any other campaign clothing or accessories during work hours.

Safety

The City of Boonville expects employees to work in a safe manner. This includes the use of good judgment and common sense in matters of safety. All pertinent federal and state laws and regulations must be strictly followed.

Safety Equipment

The City of Boonville has purchased safety equipment for use by employees in doing their jobs. There will be no exceptions to mandatory use of such safety equipment in the performance of the duties for which each piece of equipment is designed. The City of Boonville has equipped several of its work sites with Automatic External Defibrillators (AEDs). It is the sole responsibility of each employee to know the location of these devices nearest his/her work space.

Security/Loss Prevention

Work areas and equipment are to be maintained in a manner which will prevent loss or damage of equipment, cars and trucks. Employees who violate safe work habits will be financially responsible for such losses.

Smoking

Smoking is prohibited in all City buildings and on private property at which work is being provided by City employees. Although employees may smoke in City vehicles, the City Council wishes to encourage employees not to smoke in a City vehicle when one of the persons in the vehicle is a non-smoker.

Solicitations and Distributions

Time, for which employees are being paid, is specifically for work. No other non-work activities are authorized including soliciting from other workers or distributing information to other workers.

Stealing or Falsifying of Records

Stealing of any City of Boonville data, property or information is prohibited. In addition, falsifying reports or records prepared by employees is prohibited. Violations may result in disciplinary action, up to and including involuntary dismissal.

Suggestions

Suggestions or constructive communication of concerns to supervisors or Department Heads are always welcome.

Telephone Use

Telephones are vital to conducting City business. Here are some guidelines:

- 1) Personal use of the telephones should be minimized and be brief.
- 2) Telephones are to be answered as quickly as possible. (Three rings is a desired target.)
- 3) Please answer the phones with a greeting, then identify your organization, give your name and ask how you might help the person.
- 4) You are to be polite to all callers, even the rudest persons. However, you are not required to listen to profanity and take personal abuse. Report such matters to your supervisor.
- 5) You may not make personal long distance phone calls from the City's telephones, unless using personal credit cards.

Workplace Violence

The City Council believes that it is a worker's right to expect the City of Boonville will take necessary steps to provide a violence-free environment and an opportunity to address issues concerning violence.

The City Council will not tolerate violent behavior or the threat of violent behavior directed by anyone toward City employees, the public, City property or facilities. Such behavior committed by a City worker may result in corrective and/or disciplinary action and/or criminal charges.

Possession of a firearm or weapon of any kind is prohibited at work, including in a City vehicle, except when such possession is a necessary requirement of a worker's job or is approved by the Hiring Authority.

Violent behavior is defined as any act or threat of physical, verbal or psychological aggression or the destruction or abuse of property by an individual. Threats may include veiled, conditional or direct threats in verbal or written form, resulting in intimidation, harassment, harm or endangerment of the safety of another person or of property.

This guideline is not intended to preclude the use or threat of reasonable force, where appropriate, in the course of a City worker's assigned duties.

All threats to employee safety from any source, including domestic violence occurring in the workplace, will be taken seriously and addressed appropriately.

Employees who believe they have been subjected to behavior prohibited herein or who have observed any such behavior, should report the incident to his/her Department Head. The Department Head will report the incident to the City Administrator immediately.

Any employee witnessing an act of violence by or against another employee or perceiving an imminent threat of same shall immediately notify the Police Department by dialing 9-1-1.

XIII. HARASSMENT STRICTLY PROHIBITED

A. Statement of Policy

The City Council and City Administrator recognize employees have a right to a workplace that is free of harassment.

It is the policy of the City of Boonville, City Council and City Administrator that there shall be no (zero) tolerance for workplace harassment of any kind, by or against any City employee, resident, visitor, guest or other person having or conducting any business with the City of Boonville. Harassment in general, and sexual harassment in particular, is demeaning to the parties directly involved and to the City and its administration as a whole. The City will not tolerate sexual harassment of any of its employees and will take immediate, positive steps to stop it when it occurs, including referring any perpetrator for criminal prosecution.

B. Sexual Harassment Defined

Sexual harassment is behavior with sexual content or overtones that is unwelcome and personally offensive. It can consist of sexually oriented "kidding" or jokes; physical contact such as patting, pinching or purposely rubbing up against another person's body; demands or requests for sexual favors tied to promises of better treatment or threats concerning employment; discriminating against an employee for refusing to "give in" to demands or requests for sexual favors; or rewarding or granting favors to one who submits to demands or requests for sexual favors.

The definition of sexual harassment includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men and conduct directed by women toward women.

While sexual harassment in the workplace is specifically prohibited, other types of workplace conduct that has the intent or effect of harassing another is also not tolerated. It may include, but is not necessarily limited to, verbal or physical conduct relating to an individual's race, creed, nationality, disability, age, religion, ancestry, national origin, gender identity or orientation.

C. Coverage and Distribution of Policy

This sexual harassment policy applies to all officers and employees of the City of Boonville, including, but not limited to, full and part-time employees, elected officials, temporary employees, and employees working under contract for the City.

This policy will be distributed to all employees of the City. Every employee will be required to acknowledge his or her receipt of this policy in writing. A copy of that acknowledgement shall be kept on permanent file in the City. Department Heads and supervisors shall also be responsible for insuring that all employees under their direction are familiar with this policy.

D. Making Sexual Harassment Complaints

Any employee who feels he or she is being subjected to sexual harassment should immediately contact one of the persons below, with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

1. The employee's immediate supervisor
2. The employee's Department Head
3. The City Counselor
4. The City Administrator
5. The Mayor

The employee shall have the right to circumvent the employee chain of command in selecting which person to whom he/she makes a complaint of sexual harassment.

The employee should be prepared to provide the following information:

1. The complainant employee's name, department and position title;
2. The name of the person or persons committing the sexual harassment, including his/her title(s), if known;
3. The specific nature of the sexual (or other) harassment, its approximate duration and the details of any specific threats, propositions or offensive remarks or conduct made by the alleged perpetrator of the harassment;
4. Witnesses to the harassment; and
5. Whether such harassment has been previously reported and, if so, when and to whom.

1. Reporting and Investigation of Sexual Harassment Complaints Against an Employee

The City Administrator is the person designated by the City to be the investigator of complaints of sexual harassment. The City Administrator may delegate the investigation to another City employee at his/her discretion. In the event the sexual harassment complaint is against the City Administrator, the investigator shall be a City employee appointed by the Mayor.

When an allegation of sexual harassment is made by any employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the City Administrator or, in the event the sexual harassment complaint is against the City Administrator, to the Mayor.

The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the complainant, by witnesses interviewed during the investigation, by the alleged harasser, and by any other person contacted in the course of the investigation. The notes shall be made while the verbal interview is in progress.

Based upon the report, the City Administrator shall, within a reasonable time, determine whether the complaint of sexual harassment is founded or unfounded. In making the determination, the City Administrator shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct occurred (if any problematic conduct has occurred) and at the conduct of the complainant. The determination of whether the sexual harassment complaint is founded will be made on a case-by-case basis.

If the City Administrator determines that the complaint of sexual harassment is founded, he/she shall take immediate and appropriate disciplinary action against the person engaging in harassment, consistent with his authority under ordinances, rules or regulations pertaining to employee discipline.

The disciplinary action shall be consistent with the nature and severity of the offense, the rank of the employee and any other factors the City Administrator believes relate to the fair and efficient administration of the City. In choosing the appropriate course of action, the City Administrator shall consider factors including, but not limited to, the effect of the offensive conduct on employee morale, the likely objective public perception of the offense, and the

light in which it casts the City. The disciplinary action may include a warning, reprimand, demotion, suspension or dismissal. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

A written record of disciplinary action shall be kept, including verbal warnings or reprimands.

In all events, an employee investigated for sexual harassment shall be warned not to retaliate in any way against the person making the complaint of sexual harassment, any witnesses or any other person connected with the investigation of the complaint of sexual harassment.

2. Against the City Administrator

Upon receipt of a complaint of sexual harassment by the City Administrator, the Mayor shall present the report to the City Council. If the City Council determines that the complaint of sexual harassment is founded, it may discipline the City Administrator consistent with its authority under ordinances, resolutions or rules governing discipline of the City Administrator.

3. Against an Elected Official

The City Council may discipline an elected official in whatever manner it deems appropriate, consistent with its authority under state law, municipal ordinances, resolutions or other rules governing discipline of elected officials.

4. Sexual Harassment Committed By Non-Employees

In cases of sexual harassment committed by a non-employee against a City employee in the workplace, the City Administrator shall take all lawful steps to insure that the sexual harassment is brought to an immediate end, enlisting the assistance of the Police Department, if necessary.

5. Obligation of Employees

Employees are not only encouraged to report instances of sexual harassment, they are obligated to report instances of sexual harassment. Sexual harassment exposes the City to liability, therefore reporting it is a part of each employee's responsibility to reduce the City's exposure to liability.

Employees are obligated to cooperate in every investigation of sexual harassment, including but not necessarily limited to, coming forward with evidence, which may be favorable or unfavorable to any person involved (complainant or alleged harasser). Employees asked to take part in an investigation must fully and truthfully make a written report or verbally answer any questions put to them by an investigator looking into alleged sexual harassment.

Employees are obligated to refrain from filing bad faith complaints of sexual harassment. Disciplinary action may be taken against any employee who fails to report instances of sexual harassment or who fails or refuses to cooperate in the investigation of a complaint of sexual harassment or who files a complaint of sexual harassment in bad faith.

6. Confidentiality of Complaints

All internal investigations taken to resolve complaints of sexual harassment shall be conducted confidentially and shall be considered closed records under the Missouri Sunshine Law, as records related to the discipline or firing of specific City personnel.

7. Questions?

To report sexual harassment in a City workplace or in the course and scope of your City employment or to ask questions regarding this anti-harassment policy, please call or write the City Administrator at City Hall, 401 Main Street, Boonville, Missouri 65233. Phone: (660) 882-2332.

Orientation Verification and Acknowledgment of Personnel Policies of the City of Boonville

I, _____ have been given a copy of the Personnel Manual of the City of Boonville (2017). I have been given an opportunity to read this document and to ask questions about its contents.

I understand:

- 1) The City Council and City Administrator provide this Personnel Manual as a reference source for all employees. Department Heads will use this reference source to administer their individual departments.
- 2) The City Council, City Administrator, Department Heads and all other management personnel will consult it when making personnel decisions to provide equal employment opportunity for applicants and employees, develop systems for recruiting, assigning, training, advancing and evaluating employees and communicate basic employment values which encourage outstanding public service to the citizens of Boonville.
- 3) The language used in the Personnel Manual is not intended to create, nor is it to be construed to constitute an employment contract between the City of Boonville and any one or all of its employees. I acknowledge my employment with the City is on an at-will basis.
- 4) The City Council and City Administrator may make personnel decisions based on good common sense when this document does not address a particular problem or issue.
- 5) The City Council reserves the right to modify, revoke, suspend, cancel or change any or all language found in this document.
- 6) The City's drug testing policy is included in this document.
- 7) The City's sexual harassment policy is included in this document.

Signature

Date

BILL NO. 2017-007

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE CODE OF GENERAL ORDINANCES SECTION 21-157 (a)(4)(c), CHANGING RATES TO BE CHARGED FOR WATER AND WATER SERVICE, PROVIDING AN EFFECTIVE DATE THEREFOR, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

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

WHEREAS, The City of Boonville, Missouri has outstanding water system revenue bonds which contain covenants pertaining to minimum system revenues; and

WHEREAS, The City must pay all expenses associated with said water system and charge the users of said system accordingly;

NOW, THEREFORE, BE IT ORDAINED BY, the City Council of the City of Boonville, Missouri as follows:

Section 1: That Section 21-157 (a)(4)(c) is hereby repealed in its entirety

Section 2: That a new Section 21-157 (a)(4)(c) is hereby adopted to read as follows:

Effective April 1, 2017

1. For the first one thousand (1,000) gallons of water consumed each month: the amount shall be appropriate minimum monthly water rate charge given below.
2. For the next nine thousand (9,000) gallons of water consumed each month: at a rate of \$6.20 per each one thousand (1,000) gallons.
3. For the next forty thousand (40,000) gallons of water consumed each month: at a rate of \$4.95 per each one thousand (1,000) gallons.
4. For the next actual usage: \$4.50 per each one thousand (1,000) gallons.

Minimum Charges

***Meter Size
(inches)***

***Minimum
Monthly Charge***

$\frac{5}{8}$ and $\frac{3}{4}$ \$ 22.00

1 38.00

1½.....	65.00
2.....	98.00
3.....	174.00
4.....	283.00
6.....	555.00

The preceding rates set forth herein shall become effective for bills mailed April 1, 2017 and after.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL.

FIRST READING: MARCH 6, 2017

READ FOR THE 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 READING.

APPROVED THIS 20TH DAY OF MARCH, 2017

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

BILL NO. 2017-008

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE CODE OF GENERAL ORDINANCES SECTION 21-148(d)(3), CHANGING RATES TO BE CHARGED FOR WASTEWATER SERVICE, PROVIDING AN EFFECTIVE DATE THEREFOR, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

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

SECTION 1: That Section 21-148 (d) (1) and (3) of the Code of General Ordinances is hereby repealed in its entirety.

SECTION 2: That a new Section 21-148 (d) (1) and (3) of the Code of General Ordinances is hereby adopted to read as follows:

Sec 21-148 (d) (1) and (3) *Basis, amount of charges.* Each user shall pay for the services provided by the city based on his use of the treatment works as determined by water meter(s) acceptable to the city.

- (1) For residential contributors, monthly user charges will be based on average monthly water usage during the months of October, November, December, January, February and March. If a residential contributor has not established an October, November, December, January, February and March average, his monthly user charge shall be set at 4000 gallons per month until the next annual customer averages are implemented.
- (2) Effective April 1, 2017 the fixed charge per month shall be nineteen dollars and zero cents (\$19.00) per meter. In addition, each contributor shall pay a commodity charge for operations and maintenance including replacement of seven dollars and thirty-five cents (\$7.35) per one thousand (1,000) gallons of metered water (or wastewater). The minimum charge shall be twenty-six dollars and thirty-five cents (\$26.35) per month.

SECTION 3: That the rates set forth herein, shall become effective for bills mailed after April 1, 2017.

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

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

FIRST READING: MARCH 6, 2017

READ FOR THE 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 READING.

Julie Thacher, Mayor

APPROVED THIS 20TH DAY OF MARCH, 2017.

ATTEST:

Teresa Studley, City Clerk

CITY RESOLUTION NO. R2017-01
COUNTY RESOLUTION NO.

A JOINT RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AND COOPER COUNTY, MISSOURI, AUTHORIZING EXECUTION OF THE GRANT PROPOSAL WITH THE UNIVERSITY OF MISSOURI FOR ECONOMIC DEVELOPMENT ACTIVITIES AND PROVIDING AN EFFECTIVE DATE THEREFORE.

WHEREAS, the respective parties are authorized under state law to engage in economic development activity, and

WHEREAS, Cooper County (hereafter referred to as the “County”) is a political subdivision which is empowered to enter into joint agreements and engage in economic development activities under Article VI Section 16 of the Missouri Constitution and under Sections 67.303, 70.220, 100.020 and 135.210 RSMo to advance the lawful activities of the County, and

WHEREAS, the City of Boonville (hereafter referred to as the “City”) is a political subdivision which is empowered to enter into joint agreements and engage in economic development activities under Article VI Section 16 of the Missouri Constitution and under Sections 67.303, 70.220, 100.020 and 135.210 RSMo to advance the lawful activities of the City, and

WHEREAS, the City, County and University of Missouri entered into a grant for economic development activities since February 2014; and

WHEREAS, the Grant Proposal, herein attached as Exhibit A, defines the collaborative relationship among the City, County and University of Missouri to continue to support local economic development activities; and

WHEREAS, the parties desire to continue carrying out their respective duties for their citizens in the most economical and proper means available taking into consideration the available resources of each of the parties with the City of Boonville paying \$22,500 per year to fund the grant and Cooper County paying \$17,500 per year to fund the grant. Expenses and membership fees for the annual economic development activities will be paid by the City as expenses are incurred; and

WHEREAS, the Community Economic Development Vision and Priority Statement, herein attached as Exhibit B, reflects the work priorities agreed upon to create jobs and retain current business in the community.

NOW THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, and the Cooper County Commission of Cooper County, Missouri as follows:

SECTION 1: That the City Council of the City of Boonville, Missouri hereby authorizes the Mayor to execute the Grant Proposal.

SECTION 2: That the Commission of the County of Cooper, Missouri hereby authorizes the Presiding Commissioner to execute the Grant Proposal.

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

Passed this 6th day of March, 2017, by the City Council of Boonville, Missouri.

Julie Thacher, Mayor

ATTESTED BY:

Teresa Studley, City Clerk

Passed this ____ day of _____, 2017, by the Cooper County Commission of Cooper County, Missouri.

Presiding Commissioner

ATTESTED BY:

Grant Proposal to the City of Boonville and Cooper County, Missouri

Building on a dialog of collaboration among: 1) the City of Boonville, Missouri, 2) Cooper County, Missouri, and 3) the University of Missouri (MU), the MU Office of Economic Development seeks a grant of \$40,000 per year in order to provide economic development resources to the City of Boonville and Cooper County for a period of three years – February 1, 2017 to January 31, 2020.

This grant will provide support for MU to provide linkages to the economic development personnel and resources of the University of Missouri in order to:

- Encourage the growth of entrepreneurial activities and initiatives in order to attract new businesses to Boonville and Cooper County.
- Support the growth of existing businesses.
- Help with the development of local business incubator facilities and a revolving loan fund for economic development.
- Provide individualized one-on-one confidential business counseling sessions and quarterly educational offerings for county businesses and entrepreneurs to inform business leaders and entrepreneurs of federal and state-sponsored programs, or locally grown opportunities, which will enhance their prospects for business growth and success.

MU will use these funds to further the Economic Development Vision and Priority Statement for Boonville and Cooper County economic development activities. It is our goal that through additional collaboration, and an annual investment of \$40,000 the City of Boonville, Cooper County and the University of Missouri will work together to attract new businesses to the City and Cooper County and grow an environment of entrepreneurial success that will significantly improve employment opportunities and the quality of life for citizens in our region.

Representative, City of Boonville, Missouri	Date
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Representative, Cooper County, Missouri	Date
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Representative, University of Missouri	Date
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BILL NO. 2017-009

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING THE BUDGET FOR THE CITY OF BOONVILLE, MISSOURI, FOR THE PERIOD OF APRIL 1, 2017 THROUGH MARCH 31, 2018, ESTABLISHING ALL SALARIES AND VARIOUS EXPENSE ALLOWANCES AS SET OUT IN SAID BUDGET.

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

SECTION 1: The Budget for the City of Boonville, for the year beginning April 1, 2017 and ending March 31, 2018, attached hereto as Exhibit A, is hereby approved and accepted.

SECTION 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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

FIRST READING: MARCH 6, 2017.

READ FOR THE 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 READING.

President of the Council

APPROVED THIS 20th DAY OF MARCH, 2017

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

**ORDINANCE APPROVING A TAX-EXEMPT EQUIPMENT
LEASE PURCHASE AGREEMENT WITH FS LEASING LLC**

WHEREAS, CITY OF BOONVILLE, MISSOURI (Lessee), desires to obtain funds to pay the costs of acquiring the Equipment described in the attached Tax-Exempt Equipment Lease Purchase Agreement; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for Lessee to enter into the Tax-Exempt Equipment Lease Purchase Agreement with FS Leasing LLC, as Lessor (Lessor), pursuant to which Lessee will lease the Equipment, with an option to purchase, from Lessor, on an annually renewable basis, and commencing on the date Lessor deposits funds equal to the initial principal amount of the Equipment Lease Purchase Agreement into an account held pursuant to the below-mentioned Account Control Agreement, to be used to pay the costs of acquiring and installing the Equipment and to pay related costs; and

WHEREAS, the Equipment is not available for immediate delivery, therefore, it is necessary and desirable for Lessee to also enter into an Account Control Agreement, in substantially the form attached to this Ordinance, pursuant to which the proceeds of the Tax-Exempt Equipment Lease Purchase Agreement will be held by the bank therein-named as Deposit Bank (Deposit Bank), in an account established in Lessee's name, but subject to Lessor's security interest and Lessor's approval of disbursements; and

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

Section 1. Authorization and Approval of the Tax-Exempt Equipment Lease Purchase Agreement. The Tax-Exempt Equipment Lease Purchase Agreement, together with all exhibits thereto, including but not limited to the Account Control Agreement (Lease Documentation) is hereby approved in substantially the form attached to this Ordinance, with such changes therein as are approved by the officer of Lessee hereafter authorized to execute and deliver the Lease Documentation, the execution of the Lease Documentation by such officer being conclusive evidence of such approval, provided that the Lease Documentation shall be consistent with the following terms:

- a) The aggregate principal portion of Rental Payments will not exceed \$95,120.
- b) The interest portion of Rental Payments will be calculated at an annual interest rate of 2.50%.

- c) Rental Payments will be due in Six (6) approximately equal installments, with the first Rental Payment due on March 13, 2018 and succeeding Rental Payments due on March 13th.
- d) The final scheduled Rental Payment will be due on March 13, 2023.

Moneys sufficient to pay all Rental Payments required to be paid under the Tax-Exempt Equipment Lease Purchase Agreement during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Lessee's obligation to pay Rental Payments (as defined in the Tax-Exempt Equipment Lease Purchase Agreement) is subject to annual appropriation, will constitute a current expense, and will not in any way be construed to be an indebtedness or liability of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by Lessee, nor will anything contained in the Tax-Exempt Equipment Lease Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of Lessee, and all provisions of the Tax-Exempt Equipment Lease Purchase Agreement will be construed so as to give effect to such intent.

The below-named officer of Lessee is hereby authorized and directed to execute and deliver the Lease Documentation on behalf of and as the act and deed of Lessee:

Name: Irl Tessendorf
Title: City Administrator

Section 2. Further Authority. Lessee will, and the officials and agents of Lessee are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of Lessee with respect to the Lease Documentation and the Equipment. If Lessee acquires any portion of the Equipment prior to the Commencement Date of the Tax-Exempt Equipment Lease Purchase Agreement, it is the intention of the Lessee's governing body that Lessee will be reimbursed for the cost of such acquisition from the proceeds of the Tax-Exempt Equipment Lease Purchase Agreement upon the Commencement Date.

Section 3. Repeal of Conflicting Ordinances. All prior Ordinances approved by Lessee's governing body that are in conflict with this Ordinance are hereby repealed to the extent of any conflict.

Section 4. Effective Date. This Ordinance will take effect and be in full force from and after its passage by the City Council of City of Boonville, and approval by the Mayor.

FIRST AND SECOND READING: March 6, 2017

READ FOR THE FIRST AND 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 READING.

APPROVED THIS 6th DAY OF MARCH, 2017

Julie Thacher, Mayor

ATTEST:

Teresa, Studley City Clerk

TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

Dated as of March 6, 2017

Legal Name of Lessee		Federal Tax I.D. No.	
City of Boonville		43-6000141	
Legal Name of Lessor			
FS LEASING LLC			
KEY TERMS	Commencement Date	Acquisition Amount	BANK QUALIFICATION
	See Exhibit B	\$95,120.00	
	End of Maximum Lease Term	Rental Payments	
	March 13, 2023	See Payment Schedule attached as Exhibit B.	
	Fiscal Year Ending Date	Interest Rate	
	3/31	2.500%	

By checking the box below, Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and represents that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and its subordinate entities during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed \$10,000,000.

☒ Bank-Qualification Elected _____ (initialed by Lessee's authorized representative)

TERMS AND CONDITIONS

1. Lease and Term. Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount shown above to acquire and install the Equipment listed on **Exhibit A** hereto (the "Equipment"). Lessor hereby leases, transfers and lets the Equipment to Lessee, and Lessee hereby acquires, rents and leases the Equipment from Lessor, in accordance with the provisions of this Agreement. Lessee's obligation to pay rent under this Agreement commences on the date that funds are advanced to Lessee or the seller or vendor of the Equipment ("Vendor") to pay all or a portion of the cost of the Equipment (the "Commencement Date"), which is also the date that the interest portion of the Rental Payments begins to accrue. The initial term of this Agreement will end on the last day of Lessee's current fiscal year ("Original Term"). This Agreement may be continued, solely at the option of Lessee, for additional one-year renewal terms ("Renewal Term") ending on the last day of each succeeding fiscal year of Lessee, up to the Maximum Lease Term shown above. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to paragraphs 4 or 23 hereof. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule attached as **Exhibit B** ("Payment Schedule"), for each such Renewal Term. The Original Term and all Renewal Terms are referred to collectively as the "Lease Term."

2. Delivery of Equipment; Payment of Acquisition Amount. Upon Lessee's satisfaction of the conditions stated in paragraph 5 of this Agreement, Lessor will disburse funds equal to the Acquisition Amount to Lessee for deposit in the account established and held pursuant to an Account Control Agreement in substantially the form attached as **Exhibit C**. Title to the Equipment will vest in Lessee, as described in paragraph 11 of this Agreement. Lessee has selected, or will select the Equipment and cause it to be delivered to Lessee at the location specified in **Exhibit A**.

3. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule, as it may be revised from time to time as provided herein. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Lessee will pay a charge on any Rental Payment not received on or before its due date at a rate equal to 10% per annum or the maximum amount permitted by law, whichever is less, from the due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest. *Except as provided in paragraph 4, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or related equipment, or any accident, condemnation or unforeseen circumstances.*

4. Continuation of Lease Term; Nonappropriation. Lessee currently intends, subject to the provisions of this paragraph, to continue the Lease Term and to pay the Rental Payments through the Maximum Lease Term. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments in each annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision to appropriate funds and to extend this Agreement for any Renewal Term is solely within the discretion of Lessee's then current governing body, and Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. If sufficient funds have not been appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination within 10 days following the end of the Original Term or Renewal Term of Lessee's failure to renew this Agreement, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this paragraph, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

NOTE: TERMS AND CONDITIONS ARE CONTINUED ON PAGES 2 THROUGH 5 OF THIS AGREEMENT, AND IN EXHIBITS A, B, C AND D HERETO, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART HEREOF. BY SIGNING BELOW, EACH PARTY AGREES TO ALL TERMS AND CONDITIONS OF THE AGREEMENT.

LESSEE SIGNATURE	Lessee: City of Boonville
	By: _____
	Printed Name: _____ Irl Tessendorf
	Title: _____ City Administrator
	Notice Address: 401 Main Street Boonville, MO 65233

LESSOR SIGNATURE	Lessor: FS LEASING LLC
	By: _____
	Printed Name: _____ Terry A. Luetkemeyer
	Title: _____ Vice President of First State Community Bank, sole member of FS Leasing
	Notice Address: 201 E. Columbia Farmington, MO 63640

(TELP/Escrow/Rev. 6/8/2015)

5. Conditions to Lessor's Performance. The performance by Lessor of any of its obligations under this Agreement is conditioned upon Lessee's delivery to Lessor of the following within days of the effective date of this Agreement:

- (a) A copy of a fully executed Account Control Agreement, in substantially the form attached as **Exhibit C**;
- (b) A certified copy of a resolution of Lessee's governing body, substantially in the form attached hereto as **Exhibit D**, authorizing the execution and delivery of this Agreement and the Account Control Agreement, and performance by Lessee of its obligations under this Agreement and the Account Control Agreement;
- (c) Evidence of insurance as required by paragraph 14 hereof;
- (d) A fully completed and executed IRS Form 8038-G or 8038-GC, as applicable, with respect to this Agreement, to be filed by Lessor with the IRS; and
- (e) Such other items reasonably required by Lessor.

6. Lessee's Representations, Warranties and Covenants. Lessee represents, warrants and covenants for Lessor's benefit:

- (a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State of Missouri, and Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic;
- (b) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof;
- (c) This Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally;
- (d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date;
- (e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;
- (f) Lessee has complied with public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment;
- (g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best Lessee's knowledge is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement;
- (h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained;
- (i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided;
- (j) Each item of the Equipment is essential to Lessee's governmental function or to the service it provides to its citizens;
- (k) Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

- (l) The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority;
- (m) Neither the payment of the Rental Payments hereunder nor any portion thereof is (1) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (2) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code);
- (n) None of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code);
- (o) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest portions of Rental Payments from gross income for purposes of federal income taxation;
- (p) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into;
- (q) No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department;
- (r) If, on the first page of this Agreement, Lessee has designated this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code, Lessee and its subordinate entities will not issue tax-exempt obligations, including this Agreement, in an aggregate amount exceeding \$10,000,000 during the calendar year in which the Commencement Date occurs; and
- (s) Lessee will take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest portion of the Rental Payments will remain excluded from federal gross income, to the extent any such actions can be taken by Lessee.

7. Enjoyment of Equipment. Lessor will provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

8. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon Lessee's property for the purpose of inspecting the Equipment.

9. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the Lessor's opinion, adversely affect the Lessor's interest in and to the Equipment or its interest or rights under this Agreement.

10. Maintenance and Location of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. The location of the primary use, or garaging, of the Equipment will be as set forth on **Exhibit A**, or at such other location within

Lessee's boundaries. Lessee will provide prompt written notice to Lessor of the new primary use, or garaging, location.

11. Title to the Equipment. Title to the Equipment is deemed to vest in Lessor on the Commencement Date upon payment of the Acquisition Amount to the vendor, and immediately and automatically (without any further action by Lessor or Lessee) title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to Lessor's rights under this Agreement. Title will, immediately and without any action by Lessee, vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor, upon (a) any termination of this Agreement other than termination pursuant to paragraph 23 hereof or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this paragraph will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse Lessee's name upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

12. Retention of Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest granted herein. Lessee will, at Lessee's expense, file an application for and obtain the first certificate of title for each of the vehicles leased hereunder, designating Lessee as owner and Lessor as first lienholder, and a certificate of registration issued in Lessee's name. Lessee will, at Lessee's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or of registration, Lessee will, at Lessee's expense and with written notice to Lessor of such action, obtain such new certificate of title or of registration in the form described above. Immediately upon receipt, Lessee will deliver the original certificate of title to Lessor and will notify the Lessor of the license plate number of each vehicle constituting Equipment leased hereunder. Lessee will provide Lessor with all license, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessee will notify Lessor of any changes to the certificate of registration or license plate within 10 days of such change. Lessee will comply with all present and future laws, regulations, and orders relating to the Equipment leased hereunder.

13. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

14. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in Missouri and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by

the laws of Missouri; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessee and Lessor as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

15. Advances. In the event Lessee fails to maintain the insurance required by this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Agreement, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Agreement. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

16. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to Lessee's ability to continue this Agreement as may be requested by Lessor.

17. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

18. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

19. Damage, Destruction and Condemnation. If (a) any of the Equipment is damaged or destroyed, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the

prompt replacement or repair of the Equipment, unless Lessee has exercised its option to purchase all the Equipment pursuant to paragraph 23 hereof. Any balance of the Net Proceeds remaining after such repair or replacement has been completed will be paid to Lessee.

20. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement or repair referred to in paragraph 19 hereof, Lessee will either (a) complete such replacement or repair and pay any costs thereof in excess of the amount of the Net Proceeds, (b) purchase Lessor's interest in all the Equipment pursuant to paragraph 23 hereof or (c) with Lessor's consent, pay the Net Proceeds to Lessor to be applied as a prepayment in accordance with paragraph 3 hereof. If Lessee will make any payments pursuant to this paragraph, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under this Agreement, except as a result of a partial prepayment.

21. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.*

22. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on Lessor's rights and obligations with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

23. Purchase Option; Partial Prepayments. (a) Lessee will have the option to purchase the Equipment (all, not part), upon giving written notice to Lessor at least 30 days before the date of purchase, on any date, upon payment in full of the Rental Payments then due hereunder plus the accrued interest portion of Rental Payments to the purchase date plus any other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest portion of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of actual days elapsed over a 360-day year. Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to this paragraph represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (i) the costs of the Equipment, (ii) the uses and purposes for which the Equipment will be employed by Lessee, (iii) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (iv) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and

installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

(b) Rental Payments may be prepaid on any date, upon giving written notice to Lessor at least 30 days before the date of prepayment. Amounts received will be applied first to the interest portion of Rental Payments due hereunder, and then to reduce the principal portion of Rental Payments, applied in inverse order of payments due.

24. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining Lessee's consent; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

25. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

26. Events of Default Defined. Subject to the provisions of paragraph 4 hereof, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in paragraph (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of Lessee's assets, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any

answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of Lessee's assets, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

27. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due; (b) with or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for Lessee's account, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and (c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

28. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it hereunder, it will not be necessary to give any notice, other than such notice as may specifically be required in this Agreement.

29. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events: (a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to paragraph 4 hereof; (b) the exercise by Lessee of the option to purchase the Equipment granted under paragraph 23 hereof and payment of the Purchase Price and all amounts payable

in connection therewith; (c) a default by Lessee and Lessor's election to terminate this Agreement under paragraph 27 hereof; or (d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

30. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

31. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

32. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

33. No Other Agreements. ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT LESSEE AND LESSOR FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS REACHED COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LESSEE AND LESSOR, EXCEPT AS LATER AGREED IN WRITING.

34. Amendments. This Agreement may be amended, changed or modified in any manner only by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

35. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

36. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

37. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

38. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

39. Effective Date. This Agreement will be effective as of the date first written above.

CERTIFICATION OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, being the duly appointed or elected clerk or secretary of Lessee, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized by to execute the foregoing Agreement on behalf of Lessee.

DATED: _____

By: _____
Printed Name: Teresa Studley
Title: City Clerk

Legal Name of Lessee	Federal Tax I.D. No.
City of Boonville	43-6000141
Legal Name of Lessor	
FS LEASING LLC	

EXHIBIT A TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

Dated as of March 6, 2017

SCHEDULE OF EQUIPMENT

The Equipment leased pursuant to this Agreement includes each vehicle listed below, and all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom:

Equipment Description (make, model, etc.)	Serial Number/VIN	Location of Primary Use/Garaging	Vendor Name & Address
2016 Caterpillar D5K2 XL Tractor	OKW202355	1200 Locust Street Boonville, MO 65233	Foley Equipment Company 1550 S. West Street Wichita, KS 67213

_____ (initialed by Lessee's authorized representative)

Legal Name of Lessee	Federal Tax I.D. No.
City of Boonville	43-6000141
Legal Name of Lessor	
FS LEASING LLC	

EXHIBIT B TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

Dated as of March 6, 2017

PAYMENT SCHEDULE

(To be updated by Lessor as of the Commencement Date)

Commencement Date: March 13, 2017 *(The Commencement Date is the date on which (a) funds in an amount equal to the Acquisition Amount are either advanced to the Vendor of the Equipment or deposited in the account established and held pursuant to an Account Control Agreement (referenced in the Agreement), and (b) Lessee's obligation to pay Rental Payments commences.)*

Acquisition Amount: \$95,120.00

Interest Rate: The Interest Rate used to calculate Interest Portions of Rental Payments is 2.500% (based upon an actual/360 day-count), subject to increase upon a Determination of Taxability, as described in the following paragraph:

Increased Interest Rate Upon Determination of Taxability: Notwithstanding anything in the Agreement to the contrary, Lessee agrees that, upon a Determination of Taxability, Rental Payments shall be adjusted to reflect that the Interest Rate used to calculate Interest Portions of Rental Payments will be increased by 200 basis points retroactive to the date that, according to the Determination of Taxability, the Interest Portions of Rental Payments are no longer excludable from gross income for federal income tax purposes. Lessee agrees to promptly acknowledge an amended Payment Schedule. "Determination of Taxability" means (a) a determination by the commissioner or any district director of the Internal Revenue Service, (b) a determination by any court of competent jurisdiction, or (c) receipt by Lessee or Lessor of an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that the Interest Portions of the Rental Payments is includible in gross income for federal income tax purposes of Lessor; provided, however, that no such Determination of Taxability under clause (a) or (b) shall be deemed to have occurred if Lessee has been afforded the opportunity to contest such determination, has elected to contest such determination in good faith and is proceeding with all reasonable dispatch to prosecute such contest until the earlier of (i) a final determination from which no appeal may be taken with respect to such determination or (ii) abandonment of such appeal by Lessee.

Payment Dates and Amounts: Rental Payments are due, subject to paragraph 4 of the Agreement, on the dates and in the amounts shown on the attached "Amortization Schedule." The term "Purchase Price" (as used in the Agreement), for an applicable Payment Date, refers to the Remaining Balance shown on the Amortization Schedule, after applying the Rental Payment due on the corresponding Payment Date.

Lessee's Billing Address: City of Boonville 401 Main Street Boonville, MO 65233 Attn: City Administrator
--

Lessor's Payment Address: FS LEASING LLC c/o First State Community Bank 201 E. Columbia Farmington, MO 63640 Attn: Adam Wade

The undersigned acknowledge the above provisions and the attached Amortization Schedule *(which has been initialed by Lessee's representative):*

LESSEE SIGNATURE	Lessee: City of Boonville
	By: _____
	Printed Name: <u>Irl Tessoroff</u>
	Title: <u>City Administrator</u>

LESSOR SIGNATURE	Lessor: FS LEASING LLC
	By: _____
	Printed Name: <u>Terry A. Luetkemeyer</u>
	Title: <u>Vice President of First State Community Bank, sole member of FS Leasing LLC</u>

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$95,120.00	03-13-2017	03-13-2023					
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: City of Boonville

Lender: First State Community Bank
Boonville Branch
412 Main Street
Boonville, MO 65233

Disbursement Date: March 13, 2017
Interest Rate: 2.500

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	03-13-2018	17,289.85	2,411.02	14,878.83	80,241.17
2	03-13-2019	17,289.85	2,033.89	15,255.96	64,985.21
3	03-13-2020	17,289.85	1,651.71	15,638.14	49,347.07
4	03-13-2021	17,289.85	1,250.81	16,039.04	33,308.03
5	03-13-2022	17,289.85	844.27	16,445.58	16,862.45
6	03-13-2023	17,289.85	427.40	16,862.45	0.00

TOTALS:	103,739.10	8,619.10	95,120.00
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NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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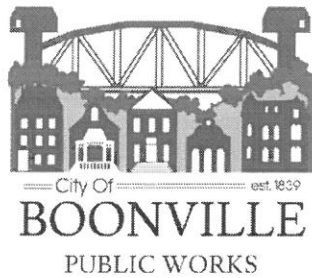


CITY OFFICES • 401 MAIN STREET • BOONVILLE, MISSOURI 65233-1567 • 660-882-2332 • FAX 660-882-6608

TO: Planning and Zoning Commission Members
FROM: Charissa Mayes, City Planner *Charissa Mayes*
SUBJECT: Cancellation of February P&Z meeting
DATE: February 9, 2017

Please note that the Planning and Zoning Commission meeting for this month is canceled. We have received no submissions since the meeting in January. Have a Happy Valentine's Day!

The next regular meeting of the Commission is scheduled for Tuesday, March 14, 2017 at 6:00 p.m.



MEMORANDUM

TO: Street, Alley and Sanitation Board

FROM: M. L. Cauthon III, Director of Public Works

DATE: February 17, 2017

RE: February 22, 2017 Meeting Cancellation

The Street, Alley and Sanitation Board regularly scheduled meeting for Wednesday, February 22, 2017 is cancelled. There are no pending agenda items for board consideration.

M. L. Cauthon III

**City Of Boonville
Police Board Minutes From
February 13, 2017**

1. Meeting was called to order at 7:00 P.M. by Chairman Michael Drew. Since there was not a quorum the meeting was informational only.
2. Members Present: Michael Drew, Gene Cummins, City Council Representative Henry Hurt, and Chief Bobby Welliver
3. Members Absent: Brett Cooper, Tom Halford, and Ralph Twillman
4. Guests Present: None
5. Public Comments: None
6. Minutes from the meeting held on December 12, 2017 were held over until the next scheduled meeting due to a lack of a quorum.

Reports

A. Chief Welliver

1. 2016 Traffic Stop Report was reviewed. The department made 5,048 traffic stops in 2016 and issued 1,209 citations, 4,382 warnings, 135 no action, and 34 other actions.

7. Unfinished Business

- A. We have received the two in-car cameras from Digital-Ally that were funded by the LLEBG Grant. They have been installed into patrol vehicles. We hope to purchase two additional units in the next fiscal year budget. This would allow us to have all six of our uniformed patrol vehicles equipped with the new system.
- B. The Licensee Plate Reader policy was reviewed by city staff and approved for implementation.

8. New Business:

- A. Police Vehicles have been ordered. We will be purchasing a new truck and a used Ford Explorer from the Missouri State Highway Patrol for the Detectives. These vehicles will allow them to carry everything they need to respond to calls. One of the Chevrolet Impalas will be kept in the fleet for transportation to training. The other Impala will be turned over to the city for use.

9. Miscellaneous:

- A. Chief Welliver advised the members that the 2017-2018 budget has been submitted and a quick review was conducted.**

10. Meeting Adjourned At 7:37 P.M.

Respectfully Submitted,

Chief Bobby Welliver

Park Board Minutes
February 22, 2017

Present: Terry Davis, Kevin Griffy, Albert Turner, Matt Schneringer, YMCA and Gary W. Nauman, Director of Parks

Absent: Kathleen Conway, Jimi Barbarotta and Steve Young, Council Representative

Kevin Griffy moved, seconded by Terry Davis to approve the December 20, 2016 Minutes as presented. Motion carried.

Public Comments: None

Old Business: None

New Business:

A. Activity Report: Gary Nauman reviewed the February Activity Report with the Board.

B. Discuss Aquatics Center Admission Rates: Gary Nauman led a discussion with the Board about raising the Family Pass rates for 2017. Currently the Family Season Pass sells for \$180.00 for a family of 5, with an additional charge of \$20.00 for each additional family member over 5. He told the Board that he has conducted an informal survey of surrounding communities and the only other community that sells Family Season Passes is Marshall, MO. Their rate is \$165.00. Gary advised the Board that he is proposing to raise the base Family Season Pass to \$200.00. The Board discussed the proposal and any impact it may have. Albert Turner asked if we could offer an incentive such as reduced pool party rentals with the increase. There was discussion on whether that would offset any benefit from the increased rate. Gary also discussed his reluctance to raise day pass rates since we are already higher than any surrounding community to include Columbia. Following additional discussion, Gary advised the Board he would have a formal proposal for their consideration at the March 21st. meeting.

Miscellaneous: None

There being no further business, Kevin Griffy moved, seconded by Terry Davis to adjourned. Motion carried.

Respectfully submitted,

Gary W. Nauman
Director of Parks

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOONVILLE, MO
MINUTES
February 16, 2017

The Directors of the Industrial Development Authority of the City of Boonville, MO met at the City Council Chambers on February 16, 2017. President Ken Hirlinger called the meeting to order at 5:28 PM.

Members present were Bob Irish, Tom Halford, Wilbert Meyer, Chad Gaines, Ken Hirlinger, Harry Enderle, Lindi Overton, and Wendy Wooldridge. Also present were Jim Gann, Economic Development Director; Kate Fjell, Assistant City Administrator; and Becky Ehlers, City Council Representative.

Public Comments

There were no public comments.

Approval of Minutes

Minutes of the January 19, 2017 meeting were presented and approved 8-0 after a motion by Bob Irish and a second by Harry Enderle.

Approval of Minutes for the Closed Session

Minutes of the January 19, 2017 Closed Session were presented and approved 8-0 after a motion by Harry Enderle and a second by Chad Gaines.

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 Tom Halford.

Economic Developer's Report

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

- Attraction activities:
 - Project Cadre was in the process of purchasing land in Columbia.
 - Project Air rejected our proposal – The site layout was not ideal for their project.
 - Project Kay chose a site in Jonesboro, AR.
- Information was given that showed how the Boonville High School stacks up with other mid-Missouri schools – very favorable!

President's Report

President Ken Hirlinger commented on the great job Wilber Meyer had done for the IDA during his term as President and presented Wilber with a plaque commemorating his service to the IDA.

This coming Tuesday, February 20, 2017 the City Council will be acting on a request from the IDA to transfer the additional economic development funds in the amount of \$500,000 to the IDA. Ken asked members of the board to attend this meeting if they can as a show of support.

Ken has received a letter of resignation from Tom Halford effective 06/1/2017. Sam Giroux's name will be forwarded to the Mayor for consideration to fill this vacancy.

Ken asked the board to think about establishing goals for the board to strive toward. Examples might be: find a business for the Nordyne building; attract a business that will hire 50 or more employees; and complete the Enhanced Enterprise Zone process. A request was made to review the IDA's Strategic Plan. Jim Gann will send an electronic copy to the board members. The board will revisit this subject at the next meeting.

Update/Development on Sunshine Law Policy

There is no news to report about the Sunshine Law Policy.

Next Board Meeting

The next meeting of the IDA is scheduled for March 16, 2017 at 5:30 PM in the Council Chambers.

Adjournment

There being no further business a motion was made to adjourn by Wendy Wooldridge with a second from Tom Halford. The motion carried and the meeting was adjourned.

Respectfully submitted,



Bob Irish
Secretary

THE MUNICIPAL FACILITIES AUTHORITY OF THE CITY OF BOONVILLE, MO
MINUTES
February 16, 2017

The Directors of the Municipal Facilities Authority of the City of Boonville, MO met at the City Council Chambers on February 16, 2017. President Ken Hirlinger called the meeting to order at 6:38 PM.

Members present were Bob Irish, Tom Halford, Wilbert Meyer, Chad Gaines, Ken Hirlinger, Harry Enderle, Lindi Overton, and Wendy Wooldridge. Also present were Jim Gann, Economic Development Director; Kate Fjell, Assistant City Administrator; and Becky Ehlers; City Council Representative.

Public Comments

There were no public comments.

Approval of Minutes

Minutes of the January 19, 2017 meeting were presented and approved 8-0 after a motion by Chad Gaines 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 Tom Halford.

President's Report

President Ken Hirlinger questioned if we really need to meet if there was no business to discuss. There was some discussion and will continue to discuss at the next meeting of the MFA.

Next Board Meeting

The next meeting of the MFA is scheduled for March 16, 2017 in the Council Chambers.

Adjournment

There being no further business a motion was made to adjourn by Wendy Wooldridge and seconded by Wilbert Meyer. The motion carried and the meeting was adjourned.

Respectfully submitted,



Bob Irish
Secretary

**BOARD OF PUBLIC WORKS
MEETING
February 23, 2017**

The Board of Public Works didn't have enough members in attendance for a quorum to conduct business at the meeting scheduled for 5:30 p.m., Thursday February 23, 2017. However, the City Administrator, Irl Tessendorf, met with those members present to brief them on the FY2017-2018 water and wastewater budget. The following voting members were present: Kathy Lang and Van Donley. Other members present: M.L Cauthon III, Director of Public Works.

ABSENT or EXCUSED: Wade Davis, Ed Scrivner and Morris Carter, Council Representative

ADJOURN:

The budget briefing concluded at 6:15 p.m.

Respectfully submitted,

M. L. Cauthon III

Approved by:

Wade Davis, Chairman

**STREET INVENTORY
FEBRUARY 2017**

STREET NAME

WORK TO BE DONE

MORGAN ST	6-7 C&S, SPOT C&S EASTWARD, DO EDGE BY PARK
COURT	CRACK S
SPRING ST	5-6TH - SPOT C/S
7TH ST	MORGAN - HIGH - C/S
8TH ST	OK
HIGH ST	6TH - 8TH -- SOME C/S; WEST OF 3RD C/S
TAYLOR	TOUCH UP C/S
PAWNEE	OK
MOHAWK	SMALL DIP NEAR END
AL BERSTED DR	OK
LOCUST	BY CITY SERVICES OK
BOLLER	OK
10TH ST	OK
7TH ST	LOCUST SOUTH SPOT C&S; C/S SPRUCE TO BINGHAM
6TH ST	C&S BY OLD SCHOOL & AT ELM
POWELL	OK
7TH STREET TERRACE	? NEAR GMELICH
WALNUT	5-6 C/S,
SYCAMORE	SPOT REPAIR CONCRETE BLOCK, POTHOLE BY C&R
RICE	OK
REAMS	OK
HICKAM	OK
LIONS PK LOT	C/S, ? SLURRY
11TH ST	C/S ALL TO BINGHAM, SPOT C&S
PENDLETON AVE	SPOT C&S AT WINDSOR
WINDSOR	OK
WHITLOW	OK
RAVENEL	C/S CENTERLINE
GMELICH	OK
CHERRY	OK
GRAYLING	C/S TOUCHUP MAINLY CHERRY TO BOTTOM
BROWN & GOLDEN	OK
BROOK LANE	OK
JEFFERSON RD	E OF 11TH STREET C/S & C&S-SPOT
MAIN STREET SHOULDER	NEW AREA BY WALMART ONLY
BOONE VILLAGE	OK, ONE DRIVEWAY APPROACH
VILLAGE DRIVE	TOUCH UP C/S
BOONSLICK DR	OK
HIGHLAND	C/S ENTRANCE ONLY CURB/GUTTER REPLACEMENT IN BACK - DECIDE SCOPE
CRESCENT	C/S
CRESTVIEW	C/S, FAILED SPOT IN CULDESAC
WEYLAND	C/S WEST SIDE OF MAIN ST - DO ONLY AS SEEMS REASONABLE
11TH STREET	S OF BINGHAM OK
EASTVIEW COURT	C/S
CONCORDIA/MISSION	OK
WEYLAND	OK
KROHN	C&S SPOT @ TISDALE - FUTURE PAVEMENT WORK, CURENT CURB & GUTTER REPLACEMENT

**STREET INVENTORY
FEBRUARY 2017**

<u>STREET NAME</u>	<u>WORK TO BE DONE</u>
LORI DR	PAST 11TH OK, BETWEEN 11TH -TISDALE - EDGE REPAIR NEEDED; CURVE AREA OK
CARLA	OK
SONYA	OK
TISDALE	OK
MAIN STREET (S)	JOINTS ON S. END, DIP NEAR SPRUCE REPAIR
POPLAR	WEST SIDE - OK
4TH ST	POPLAR - SOUTH ST - OK, TO ASHELY = PROJECT
NELSON	OK EXCEPT SOUTHEND - EDGE REPAIR/OVERLAY?
3RD ST	REPAIR NEAR SOUTH ST & 1214, PERHAPS LAY WEDGE
PINE ST	HOLE BY KAMMERICH OFFICE
SOUTH ST	W OK, E. PATCH HOLES VARIOUS
SYCAMORE	OK
ALLEY BY A&W	C&S
6TH ST	87-POPLAR -- ??? UPGRADE
ROBERTS	OK
POPLAR	POTHOLE BY Mrs. Greis' OLD PLACE
JEFFERSON DRIVE	OK
VALLEY	OK
MORNINGSIDE	OK
LAKESIDE	OK
SHEPARD	OK
HILDELL	OK
SHORT ST	OK
KEMPER DRIVE	SPOT C&S
SHAMROCK	OK
SHAMROCK TERRACE	OK
4TH STREET	ASHLEY-CENTER, C/S; BY PD FIX GUTTER AND @ MORGAN ST REPLACE
WALNUT	ALLEY BY DAR --PATCH OR CONCRETE
3RD ST	ALL DEFER
SPRUCE	OK
CENTER	4TH-5TH C/S; @ 3RD REPAIR
VINE	AT MAIN ST - REPLACE (DARRYL); REST OK; NEW PATCH @ ALLEY (RAVELED)
CHESTNUT	3RD-4TH OK; 4TH - 5TH CAPE SEAL
SPRING ST	3RD-5TH OK, @ 4TH ST C&S; REST OK
SANTA FE TRAIL	SLURRY AREA BY WATER PLANT; W OF SOMBART SPOT C&S
2ND ST	OK
PORTER	OK
ALLEY BETWEEN VINE & CHESTNUT	SEWER TRENCH - (DARRYL) - MILL W/ BIG ASPHALT PATCH
ALLEY BY BCNB	C/S AND EDGE BY CITY HALL
MORGAN ST	ISLE TO PARKWAY C/S; MAIN ST TO 1ST OK
2ND ST	BRICK BY DEPOT 3 OR 4 LOW SPOTS - FIX; DEADEND ARE - 1 SPOT C&S
WEST ST	C&S ABOVE SPRING ST; DEADEND OK
MCROBERTS	SPOT C&S WEST TO PORTNER, AND NEAR LEROY & AT SANTA FE TRAIL
PORTNER	OK
HALLER	OK
REAR HALLER	OK
THOMA	At 530 FIX OLD PATCH

**STREET INVENTORY
FEBRUARY 2017**

<u>STREET NAME</u>	<u>WORK TO BE DONE</u>
LEROY	OK
WEST END DR	OK
HARLEY PARK	INSIDE - SLURRY ??
NOB HILL	OK
OSAGE TRAIL	OK
OREGON TRAIL	C/S ENTRANCE W/ THE SLURRY; CONCRETE - IRL TO MARK
ELDORADO	OK
CHISHOLM TRAIL	OK
ARROWHEAD TRAIL	C/S AT INTERSECTION WITH OREGON TRAIL; CUL-DE-SAC -C/S; SLURRY
PARKWAY DRIVE	OK
PARK AVE	OK
ALPINE	OK
SANTA FE STREET	OK
HIGH ST	AT 3RD SPOT C&S; FIX @ MAIN STREET - REPLACE; C&S W OF 3RD ST
WATER ST	C/S NEW CENTER LINE AND ASSOCIATED SPOTS; FIX EDGE AT 8TH ST
RURAL	OK
JACKSON	OK
COMMERCIAL	OK

March 1, 2017

Boonville's historic Thespian Hall has been named to USA Today's list of 25 *Must See Buildings in Missouri*. The USA Today collaborated with the American Institute of Architects and the AIA Missouri to formulate the list. The Must See Buildings in Missouri is listed online at USA Today's website. The list includes such Missouri icons as the Gateway Arch in St. Louis and Union Station in Kansas City.

Built in 1855-57 by architect J.L. Howard, Thespian Hall sits on Main Street as a gateway to the downtown area. Owned by the Friends of Historic Boonville it continues to serve as a theatre and is the home for two annual music festivals and a number of community presentations and activities.

Mayor Julie Thacher says "we are so fortunate to have this iconic building in our community. It's a testament to the vision of our forefathers who envisioned this, built it and sustained it throughout the 162 years of its existence. It truly is a gem."

For more information about Thespian Hall contact the Friends of Historic Boonville at 660-882-7458 or Boonville Tourism.

Ashland officials ready to construct \$5.9 million sewer treatment plant

City hopes to get needed DNR permit

By Brittany Ruess
Columbia Daily Tribune

Ashland officials will sit down with the Missouri Department of Natural Resources on Thursday in the hopes of soon obtaining a construction permit for a multimillion dollar sewer treatment facility to replace its existing lagoon system.

The city's Board of Aldermen held a public hearing Tuesday night as a part of DNR requirements, but no one spoke, City Clerk Darla Sapp said. The same public hearing was held in October, but the minutes were rejected by the state agency because they were not verbatim.

Ashland officials are vying for a construction permit to build the estimated \$5.9 million sewer treatment facility. City Administrator Lyn Woolford said DNR found that the ammonia levels in the effluent from the city's lagoon system exceeded the allowed limit. The state agency gave the city clearance to surpass the ammonia level until 2018 and, though the

city could ask for an extension, officials are ready to begin building the treatment plant.

Voters approved a \$7 million bond issue in August 2014 to cover costs for the plant, which will be located near the city's lagoon off of Angel Lane. The city plans to continue using the existing lagoon as a retention basin.

When making the pitch to voters, Mayor Gene Rhorer said the treatment facility was "critical to the growth of Ashland."

The city's population has more than doubled since 2000, and city officials expect that number to continue to rise with more residential development, as well as new commercial and industrial development near the Columbia Regional Airport.

A collection system to the proposed plant for two major developments in Ashland currently are under construction and nearly completed, Rhorer said. The system, which costs \$1.97 million, will serve the 477 acres being developed by Midway USA founder Larry Potterfield near the Columbia Regional Airport and the upcoming Baptist Home Assisted Living Facility.

Hummingbird Properties, owned by Potterfield, is paying \$940,000, Baptist Home is paying \$405,000 and the city is covering the remaining cost.

Rhorer said the city needs a construction permit from DNR before it can sell the bonds and lock in an interest rate. He said he would like the city to be approved for a 2.3 or 2.4 percent interest rate on the project, noting if the interest rate increases by a quarter of a percent, it could cost the city an additional \$400,000 over 20 years.

Following a study, the city increased user rates twice and a third increase is expected to bring the rate to \$48 monthly, Woolford said. The city always assumed three increases would be needed, Rhorer said, but if the project lags much longer he worries the city would need to conduct another study and raise the user rates a fourth time.

DNR and U.S. Fish and Wildlife regulations have slowed down the project, Rhorer said. Habitats of crawdads and Indiana bats, which are endangered species, were discovered during construction of the collection system and temporarily stopped

the project. Not recording the October public meeting was another hiccup, and Rhorer said DNR periodically makes its requirements more stringent.

"I'd like for" construction "to start tomorrow or yesterday or last year," Rhorer said. "Immediately is not soon enough."

Woolford said the city must seek bids for the construction plant for at least 30 days. Though Woolford said he would like the project to be included in the upcoming fiscal year, which runs from April to May, he doesn't see that happening.

The treatment plant has the potential to be built in four phases, each with the capacity to handle 600,000 gallons daily. The existing lagoon has the capacity for 490,000 gallons daily and the average daily influx is 320,000.

"What we're trying to do is look into a crystal ball of growth, which is not easy to do in Ashland," said Chad Sayre, vice president and project manager with Allstate Consultants in Columbia.

bruess@columbiatribune.com
573-815-1722

see only

THIS WEEK IN LOCAL HISTORY

inches in height will be



LOSE THE BULK, BOONVILLE!

IS YOUR BULK WASTE WEIGHING YOU DOWN? Advanced Disposal is offering bulk waste collection for Boonville customers (inside city limits only) on **April 3-7** on your scheduled collection day.

If your regular service day is...

Monday: Bulk will be collected Monday, April 3rd

Tuesday: Bulk will be collected Tuesday, April 4th

Wednesday: Bulk will be collected Wednesday, April 5th

Thursday: Bulk will be collected Thursday, April 6th

Friday: Bulk will be collected Friday, April 7th

What is bulk waste? Furniture or waste material from a residential source that is a size greater than that allowed for bags, but that one man is able to load.

Examples include:

- Sofas
- Chairs
- Mattresses
- Carpet (4'x4' sections rolled and bundled)
- Large toys
- Swing sets (dismantled and under 4' in length)
- And much more

For a complete list of acceptable and unacceptable items, as well as guidelines for collection day, visit our website: AdvancedDisposal.com/BoonvilleMO



Advanced Disposal

Cooper County/Boonville Tire, HHW, & Electronic Waste Collection Saturday, March 25, 2017 12:00 p.m. - 4:00 p.m.

City of Boonville Public Works
1200 Locust Street.
Boonville, MO 65233

Tire Fees: \$2.00 per tire (24" or smaller); with or without rim
\$10.00 per truck or tractor tire (over 24"); with or without rim

There will be a charge on every tire (cash or checks accepted).

THERE IS A 50 TIRE LIMIT! NO EXCEPTIONS!

ANYTHING OVER THE LIMIT WILL NOT BE ACCEPTED.*

E-waste & Appliance Fees: \$10 for each CRT Monitor/TV, console, DLP, and Rear Projection TV's. **No charge** for any and all other appliance and electronic waste items, including flat screen televisions. All electric and battery operated items will be accepted.

HHW: No fees for household hazardous waste. Please call with questions regarding accepted materials. Common items **not** accepted include: smoke detectors, fire extinguishers, sharps, ammunition, and non-propane cylinders.

NO early drop-offs and NO commercial tire disposal.

Households and farms from Audrain, Boone, Callaway, Cole,
Cooper, Howard, Moniteau, and Osage counties only.



Sponsors: This project is funded in part by a grant from the Mid-Missouri Solid Waste Management District approved by the Missouri Department of Natural Resources. Partners include the Cooper County Commission and the City of Boonville.



For more information, visit www.mmswmd.org, call **573-874-7574**,
or send an e-mail to mmswmd@como.gov

*If you have more than 50 tires on your property, please call for information.