

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
May 2, 2016
7:00 p.m.**

I. Call to Order – Pledge and Prayer (Henry Hurt)

- Swearing in of Henry Hurt, Ward 4 Councilman

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the April 18, 2016 Council Meeting

V. Consent Items

- a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2016-013 Authorizing Sewer System Refunding Revenue Bonds Series 2016
- B) Second Reading of Bill No. 2016-007 Changing Rates to be Paid for Water and Water Services
- C) Second Reading of Bill No. 2016-008 Changing Rates to be Paid for Wastewater Service

VIII. New Business

- A) Consider Street Closure and Parking Restriction Request for Saints Peter and Paul Home and School Field Day Event.
- B) Consider Resolution R2016-07 Approving an Agreement with Stockman Construction Corp for Concrete Street Repairs 2016
- C) First reading of Bill No. 2016-014 Amending the C-2 (Central Commercial Zoning) District
- D) First Reading of Bill No. 2016-015 Authorizing the Amendment of the Lease Assignment of the Katy Depot with Missouri Department of Natural Resources

IX. Reports of Standing Committees

- A) Park Board – April 19, 2016 (Becky Ehlers)
- B) Industrial Development Authority – March 17, 2016 (Kate Fjell)
- C) Municipal Facilities Authority – March 17, 2016 (Kate Fjell)

X. Reports of City Officials

City Administrator

Mayor

- Additional Committee Appointments

City Counselor

Economic Development

- April 28, 2016 Economic Development Report

City Clerk

XI. Miscellaneous

XII. Adjourn

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

DRAFT COPY PENDING REVIEW AND APPROVAL OF CITY COUNCIL

**City of Boonville
City Council Meeting**

**Minutes
April 18, 2016**

The Boonville City Council met in Regular Session on April 18, 2016 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 at 7:00 p.m. and Mr. Ned Beach led the prayer after the pledge of allegiance.

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

Ms. Linda Martin, City Clerk, & Mayor Donald Lohse of City of Prairie Home, Missouri addressed the Council requested an intergovernmental agreement to utilize the City of Boonville's Building Inspector for 7 properties that are in need of demolition. Ms. Martin handed out a pamphlet that includes pictures of the houses that need attention due to abandonment or are dangerous buildings in Prairie Home. The City of Prairie Home is unable to provide for a full time city building inspector within their budget, therefore, Ms. Martin was hoping the City of Boonville would allow the City Building Inspector to perform limited inspection services. The City of Prairie Home anticipate the services would be needed only for a short-term duration and on an as needed basis. Ms. Martin provided a list of seven houses that need attention, with five being a priority. Ms. Martin stated that the inspections that need to be performed should not interfere with his current schedule. Mayor Thacher asked the Council of their opinion for the intergovernmental agreement. Mayor Thacher stated that the agreement is very similar to the agreement with the City of Blackwater. Mr. Carter was favorable to the idea of an intergovernmental agreement with the City of Prairie Home, to be able to give City of Prairie Home some assistance in the matter. Ms. Ehlers questioned Mr. Steve Hage, City of Boonville Building Inspector, as to how this might be in comparison with the City of Blackwater inspections. Mr. Hage responded that he felt the task would be same as the City of Blackwater's inspections. He stated that the travel time to Prairie Home would be

less and he felt that the time spent in Prairie Home would be equivalent as the time spent in Blackwater. Mayor Thacher gathered from City Council that the consensus was to proceed with drafting an intergovernmental agreement. There was no further discussion.

APPROVAL OF THE MINUTES OF THE APRIL 12, 2016 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. Mr. Carter moved and Ms. Ehlers seconded the motion for approval. Mr. Beach inquired as to the amount that is left to be paid out of fiscal year 2015-2016. Mr. Tessendorf responded that it would be a modest amount. With no further questions, roll call was taken. Ayes: Beach, Carter, Ehlers, Venable, and Meadows, Total (5); Opposed: None, Total (0); Absent: Hurt, Dorman, and Stock, Total (3). Motion Carried.

SWEARING IN OF HENRY HURT, WARD 4 COUNCILMAN

Mayor Thacher told the Council that Mr. Hurt was unable to attend the Council Meeting due to an illness, however, Mr. Hurt will be sworn in on Monday, May 2, at the next Council Meeting.

UNFINISHED BUSINESS

CONSIDER RESOLUTION R2016-06 ACCEPTING CERTAIN DOCUMENTS RELATED TO THE SEWER SYSTEM REFUNDING REVENUE BONDS SERIES 2016

Ms. Studley read the resolution in its entirety. Mr. Tessendorf gave a brief summary of the steps taken to get the Resolution before the Council to decide on. Mr. Tessendorf invited Ms. Joy Howard, WM Financial Strategies, to give brief comments and to answer any questions that the Council may have regarding the refinancing of the bonds. Ms. Howard advised that Council that as the documents were being prepared for the refinancing, there was an unsolicited proposal through Stern Brothers & Company of a buyer interested in tax-exempt bonds. Ms. Howard reminded the Council that the expected savings for the refinancing was initially between \$230,000-\$260,000. However, with the proposal from Stern Brothers & Company, it will be an approximate savings of \$340,000. Ms. Howard explained that since USDA is unable to provide the City of Boonville an exact schedule of the principal interest payments to maturity, she is unable to give the City of Boonville an exact dollar amount on the savings. Ms. Howard

explained that with refinancing with this company, the City of Boonville would pay off the bond much sooner than anticipated. Ms. Howard explained that there are closing documents that need to be approved by the Council, which could possibly change the approximate savings amount. Ms. Howard explained that there would be an annual savings of a few hundred to a few thousand dollars each year, with the bulk of the savings being at the end of the bond ending four years sooner. Mr. Tessendorf directed the Council to page 21 of the Council Packet showing the savings at the end of the bond. Mayor Thatcher asked if there were any questions. With no further discussion, Mr. Beach moved and Mr. Venable seconded the motion for approval of the Resolution. Roll call was taken. Ayes: Beach, Carter, Ehlers, Venable, and Meadows, Total (5); Opposed: None, Total (0); Absent: Hurt, Dorman, and Stock, Total (3). Motion Carried.

***FIRST READING OF BILL NO. 2016-013 AUTHORIZING SEWER SYSTEM
REFUNDING REVENUE BONDS SERIES 2016***

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

NEW BUSINESS

***FIRST READING OF BILL NO. 2016-007 CHANGING RATES TO BE PAID FOR
WATER AND WATER SERVICES.***

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

***FIRST READING OF BILL NO. 2016-008 CHANGING RATES TO BE PAID FOR
WASTEWATER SERVICE.***

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

***CONSIDER APPROVAL TO AWARD BID FOR ONE TON CAB AND CHASSIS
TRUCK PARKS AND RECREATION DEPARTMENT***

Mayor Thatcher welcomed Parks Director, Mr. Gary Nauman, to make any comments on the bid. Mayor Thatcher confirmed with Mr. Nauman that this purchase has been put in the budget. Mr. Nauman confirmed that it is a budgeted item. Mr. Nauman stated that he would be trading a 1997 Chevrolet S-10 for the new vehicle. Mr. Nauman stating that the new vehicle will be delivered in approximately 6 to 12 weeks. Ms. Ehlers moved and Ms. Meadows seconded the motion to approve the bid for the one-ton cab and chassis truck for the parks and recreation department. Roll call was taken on Ms. Ehlers' motion. Ayes: Beach, Carter, Ehlers, Venable, and Meadows, Total (5); Opposed: None, Total (0); Absent: Hurt, Dorman, and Stock, Total (3). Motion Carried.

CONSIDER PARKING RESTRICTION REQUEST FROM NELSON MEMORIAL UNITED METHODIST CHURCH FOR THE MOTORCYCLE PRISON MINISTRY EVENT ON JUNE 4, 2016

Mayor Thacher advised the council the information for the parking restrictions is in the packets and the businesses effected by the request have been notified. Mr. Larry Long, who is a member of the ministry, is at the meeting to answer questions. Mr. Beach moved and Mr. Venable seconded the motion to approve the parking restriction. Roll call was taken. Ayes: Beach, Carter, Ehlers, Venable, and Meadows, Total (5); Opposed: None, Total (0); Absent: Hurt, Dorman, and Stock, Total (3). Motion Carried.

REPORTS OF STANDING COMMITTEES

POLICE BOARD

Mayor Thacher stated Mr. Hurt was not present to report, however the minutes from the February 8, 2016 and April 11, 2016 are available in the packet for review. Mr. Beach inquired why March minutes were not included. Chief Welliver stated that the committee meets every other month.

BOARD OF PUBLIC WORKS

Ms. Ehlers stated the minutes to the meeting are available in the council packet. Ms. Ehlers stated that there was discussion on ongoing water and sewer projects. The meeting was very brief.

PLANNING AND ZONING COMMISSION

Mr. Beach advised that the meeting was cancelled due to lack of agenda items.

HOUSING AUTHORITY

Mr. Carter advised the meeting was good and the minutes are available for review in the packet.

TOURISM COMMISSION

Mayor Thacher advised that the meeting was cancelled due to lack of a quorum.

PROJECT PELE' COMMITTEE

Mr. Beach stated that he felt that it was a good start to the project and he believes that there is a good opportunity to draft a good agreement.

PROJECT HAIL RIDGE COMMITTEE

Mr. Venable stated that the minutes are available for review in the packet. Many of the things discussed in the meeting are contingent on how the City of Boonville wants to move forward on the project.

Mayor Thacher advised the Council that the City Council Meeting Agendas are based on the requirements by ordinance. She reminded the Council that the ordinance calls for a report of "Standing Committees". Since Project Hail Ridge and Project Pele' are temporary committees, therefore, those committees are ad hoc committees. Mayor Thacher stated that the minutes would be taken for each meeting and filed at City Hall. The minutes will be available for review upon request.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was provided.

MAYOR

Mayor Thacher reported that she has been working on the City of Boonville Committee appointments for 2016. Mayor Thacher advised the appointments on the list handed out to council people before the meeting (See **Attachment A** herein incorporated and attached to these minutes), are individuals who are willing to serve on the specified committee for another year. Mayor Thacher reported that the list is not complete. Mayor Thacher is still recruiting for more positions. Mr. Beach moved and Mr. Carter seconded the motion to approve the City of Boonville Committee appointments for 2016. Roll call was taken on Mr. Beach's motion. Ayes: Beach, Carter, Ehlers, Venable, and Meadows, Total (5); Opposed: None, Total (0); Absent: Hurt, Dorman, and Stock, Total (3). Motion Carried.

CITY COUNSELOR

Ms. Mayes updated the Council on the location change of the city limit sign due to the recent annexation from April 2015. Ms. Mayes advised that several of the city's staff contacted MODOT and they have agreed to move the city limit sign to the correct location, which is adjacent to the city limit sign for Village of Windsor. Ms. Mayes stated that Ms. Studley notified MODOT of the annexation in April 2015; however, no action was taken by MODOT at that time. Ms. Mayes further added that MODOT is going to do a speed study for the Hwy 87 Corridor and will report the results to Mr. Cauthon once it has been completed.

CITY CLERK

No report was provided.

BUILDING INSPECTOR

Mayor Thacher stated that the report is in the packet. Mayor Thacher expressed how impressed she was with the amount of new construction in 2015. The report states that the City of Boonville has \$5,000,000 of new construction.

MISCELLANEOUS

None.

ADJOURN

With no further discussion, Ms. Carter moved and Ms. Ehlers seconded the motion to adjourn at 7:30 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 May 2, 2016 the sum of **\$481,187.86**

General Fund	\$138,346.28
Sanitation	\$29,867.98
CIP Tax	\$38,239.62
Water Works	\$80,993.87
Capital Projects	\$123,856.96
Waste Water	\$41,397.79
Tourism	\$4,186.46
Gaming	\$11,899.30
Parks/Water	\$12,399.60

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 \$481,187.86 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 May 2, 2016 read for the second time this 2nd day of May, 2016 since a copy was made available prior to the meeting.

Approved May 2, 2016 _____
Mayor

Endorsed May 2, 2016: 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, MISSOURI

ORDINANCE NO. _____

PASSED MAY __, 2016

AUTHORIZING

\$1,345,000
SEWER SYSTEM REFUNDING REVENUE BONDS
SERIES 2016

ORDINANCE

INDEX

Page

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms.....	2
---------------------	-------------------------------------	---

ARTICLE II

AUTHORIZATION OF BONDS

Section 201.	Authorization of Bonds.....	7
Section 202.	Description of Bonds	7
Section 203.	Designation of Paying Agent	7
Section 204.	Method and Place of Payment of Bonds	8
Section 205.	Registration, Transfer and Exchange of Bonds.....	9
Section 206.	Execution, Authentication and Delivery of Bonds	10
Section 207.	Mutilated, Destroyed, Lost and Stolen Bonds.....	10
Section 208.	Cancellation and Destruction of Bonds Upon Payment	11
Section 209.	Sale of Bonds	11

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds	11
Section 302.	Selection of Bonds to be Redeemed	12
Section 303.	Notice and Effect of Call for Redemption	13

ARTICLE IV

SECURITY FOR BONDS

Section 401.	Security for Bonds	14
---------------------	--------------------------	----

ARTICLE V

FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501.	Establishment of Accounts	15
Section 502.	Deposit of Bond Proceeds and other available moneys.....	15
Section 503.	Application of Moneys in the Costs of Issuance Fund.....	15
Section 504.	Application of Moneys in the Escrow Fund.....	16
Section 505.	Redemption of Refunded Bonds.....	16

ARTICLE VI

APPLICATION OF REVENUES

Section 601.	Revenue Fund.....	16
Section 602.	Application of Moneys in Accounts	16
Section 603.	Transfer of Funds to Paying Agent.....	18
Section 604.	Payments Due on Saturdays, Sundays and Holidays	18
Section 605.	Nonpresentment of Bonds.....	18
Section 606.	Application of Moneys in the Rebate Fund	18

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701.	Deposit and Investment of Moneys.....	19
---------------------	---------------------------------------	----

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801.	Efficient and Economical Operation	19
Section 802.	Rate Covenant.....	20
Section 803.	Reasonable Charges for all Services	20
Section 804.	Restrictions on Mortgage or Sale of System	20
Section 805.	Insurance.....	21
Section 806.	Books, Records and Accounts	22
Section 807.	Annual Budget.....	22
Section 808.	Annual Audit	22
Section 809.	Right of Inspection.....	22
Section 810.	Tax Covenants	23

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901.	Senior Lien Bonds	23
Section 902.	Parity Lien Bonds	23
Section 903.	Junior Lien Bonds and Other Obligations.....	25
Section 904.	Refunding Bonds	25

ARTICLE X

DEFAULT AND REMEDIES

Section 1001.	Acceleration of Maturity Upon Default	25
Section 1002.	Other Remedies	26
Section 1003.	Limitation on Rights of Bondowners	26
Section 1004.	Remedies Cumulative	26
Section 1005.	No Obligation to Levy Taxes.....	27

ARTICLE XI

DEFEASANCE

Section 1101.	Defeasance	27
----------------------	------------------	----

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201.	Amendments	27
Section 1202.	Notices, Consents and Other Instruments by Bondowners	28
Section 1203.	Further Authority	29
Section 1204.	Severability	29
Section 1205.	Governing Law	29
Section 1206.	Effective Date	29
Section 1207.	Electronic Transaction	29

Exhibit A - Form of Bonds

Exhibit B –Transfer Restriction Letter

Exhibit C – Bond Purchase Agreement

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$1,345,000 PRINCIPAL AMOUNT OF SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2016, OF THE CITY OF BOONVILLE, MISSOURI; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

1. The City of Boonville, Missouri (the "City"), is a third class city and political subdivision duly organized and existing under the laws of the State of Missouri, and pursuant to Chapter 250 of the Revised Statutes of Missouri, as amended (the "Act"), owns and operates a revenue producing sewerage system serving the City and its inhabitants and others within its service area (the "System," as hereinafter more fully defined).

2. The City has selected the firm of Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), and WM Financial Strategies (the "Municipal Advisor"), as Municipal Advisor, related to the issuance of a series of revenue bonds to provide funds to refund certain revenue bonds of the City related to its sewer system (the "System").

3. The City desires to issue its Sewer System Refunding Revenue Bonds, Series 2016 (the "Bonds") to current refund its Sewerage System Revenue Bonds, Series 2003 (the "Refunded Bonds") and to pay costs related to the issuance of the Bonds, and is authorized under the provisions of Section 108.140(2) and Chapter 250 of the Revised Statutes of Missouri, as amended (the "Refunding Law"), to issue and sell refunding revenue bonds for the purpose of refunding, in whole or in part, its valid outstanding revenue bonds, which refunding revenue bonds may be payable from the same sources as were pledged to the payment of the bonds refunded.

4. It is hereby found and determined that it is necessary and advisable and in the best interest and will promote the general health and welfare of the City and of its inhabitants at this time to authorize the issuance and delivery of revenue bonds pursuant to the Refunding Law as herein provided to provide funds for such purposes.

5. Upon issuance of the Bonds, the City will not have outstanding any bonds or other obligations payable from the revenues derived from the operation of the System, with the exception of the Bonds, the Wastewater System Revenue Bonds (State Revolving Fund Program) Series 1996 (the "Series 1996 Bonds") and the Wastewater System Revenue Bonds (State Revolving Fund Program) Series 1998 (the "Series 1998 Bonds").

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

There are 30 more pages of legalese that are with this document. If you want to read the remaining pages of the document, they will be provided.

\$1,345,000
CITY OF BOONVILLE, MISSOURI
SEWER SYSTEM REFUNDING REVENUE BONDS
SERIES 2016

May 2, 2016

BOND PURCHASE AGREEMENT

City of Boonville, Missouri
401 Main Street
Boonville, Missouri 65233

Ladies and Gentlemen:

The undersigned, Cedar Rapids Bank & Trust (the "Purchaser"), hereby offers to purchase from City of Boonville, Missouri (the "City") \$1,345,000 aggregate principal amount of Sewer System Refunding Revenue Bonds, Series 2016 (the "Bonds") to be issued by the City under and pursuant to an ordinance adopted by the City Council on May 2, 2016 (the "Bond Ordinance"). The words and terms used herein shall have the respective meanings ascribed to them in the Bond Ordinance unless some other meaning is plainly indicated.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State of Missouri, including particularly Article VI, Section 27 of the Constitution of Missouri, 1945, as amended, and Chapter 108 of the Revised Statutes of Missouri, as amended (the "Act"). The Bonds are being issued for the purpose of providing funds to (a) refund the Sewerage System Revenue Bonds, Series 2003 (the "Refunded Bonds") and (b) pay the costs of issuance of the Bonds.

The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the net income and revenues derived from the operation of the System, after providing for the costs of operation and maintenance thereof, including operating income, investment income, gifts, bequests, contributions, grants and other moneys made available to the City with respect to the System from sources other than funds raised by taxation. The City hereby pledges said net income and revenues to the payment of the principal of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest.

The Bonds shall bear interest, shall be subject to redemption and shall be subject to certain other terms in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 10:00 p.m., Kansas City, Missouri time, on May 2, 2016 (the "Sale Date"). Upon your acceptance of the offer, the following agreement will be binding upon you and the Purchaser.

The words "Transaction Documents" when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Federal Tax Certificate and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or contemplated hereby; provided, however, that when the words "Transaction

Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. **Purchase of Bonds.** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser, all (but not less than all) of the Bonds at a purchase price of \$1,345,000, equal to the principal amount of the Bonds.

2. **Private Placement.** The Purchaser is purchasing the Bonds for its own account for investment and has no present intention of distributing or selling the Bonds or any portion thereof or any interest therein. The Purchaser represents as of the date hereof, and at or prior to the Closing, the Purchaser will deliver to the City a certificate that shall certify the following:

(a) Purchaser has full power and authority to carry on its business as now conducted and make the representations and certifications contained herein.

(b) Purchaser is a lender that regularly extends credit by purchasing loans in the form of state and local government obligations such as the Bonds; has knowledge and experience in financial and business matters that make it capable of evaluating the City, the Bonds and the risks associated with the purchase of the Bonds; has the ability to bear the economic risk of extending the credit evidenced by the Bonds; and is an Iowa banking corporation engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of \$100,000,000. Purchaser is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its purchase of the Bonds.

(c) Purchaser has conducted its own investigation of the financial condition of the City, the purpose for which the Bonds is being executed and delivered and of the security for the payment of the principal of and interest on the Bonds, and has obtained such information regarding the Bonds and the City and its operations, financial condition and financial prospects as the Purchaser deems necessary to make an informed investment decision with respect to the purchase of the Bonds.

(d) Purchaser is purchasing the Bonds as a vehicle for making a commercial loan for its own loan account and without any present intention of distributing or selling any interest therein or portion thereof, provided that Purchaser retains the right at any time to dispose of the Bonds or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by Purchaser shall be made in accordance with applicable law and the provisions of the Bonds and related documents to:

(i) an affiliate of Purchaser; or

(ii) one or more banks, insurance companies or other financial institutions that execute a lender letter substantially in the form of this letter.

(e) Purchaser acknowledges that the Bonds (i) has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, (ii) will not be listed on any securities exchange and (iii) there is no established market for the Bonds and that none is

likely to develop. Purchaser understands and acknowledges that (i) its purchase of the Bonds is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with its purchase of the Bonds, the City has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

(f) Purchaser is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. It has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any Municipal Advisor or any placement agent engaged by the City) with respect to the structuring, issuance, sale or delivery of the Bonds. Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transactions relating to the structuring, issuance, sale or delivery of the Bonds and the discussions, undertakings and procedures leading thereto. Each of the City, its Municipal Advisor and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Bonds from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the City, its Municipal Advisor or its placement agent desires, should or needs to obtain such advice. The undersigned expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City's Municipal Advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the City's Municipal Advisor or placement agent, with respect to any such matters. The transactions between the City and Purchaser are arm's length, commercial transactions in which Purchaser is acting and has acted solely as a principal and for its own interest and Purchaser has not made recommendations to the City with respect to the transactions relating to the Bonds.

3. ***City's Representations and Warranties.*** The City hereby represents and warrants to the Purchaser that:

(a) The City is and will be at Closing a body corporate and political subdivision of the State of Missouri created and existing under the laws of the State of Missouri, with the power and authority set forth in the Act.

(b) The City is authorized by the laws of the State of Missouri, including particularly the Act, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance and (ii) to enter into and perform its obligations under this Bond Purchase Agreement and the Bond Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by the Transaction Documents and has duly authorized and approved the execution and delivery of this Bond Purchase Agreement.

(d) Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby.

(e) The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance provided and the Transaction Documents to which the City is a party when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, (iii) the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation, or (iv) the existence or powers of the City.

(g) The execution and delivery by the City of this Bond Purchase Agreement, the Bonds, the Bond Ordinance and the other documents contemplated hereby to be executed and delivered by the City, and compliance with the provisions thereof do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the City is or may be bound.

(h) Any certificate signed by an authorized officer of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(i) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction that are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Bonds or the due performance by the City of its obligations under the Act, the Transaction Documents and the Bonds have been duly obtained or will be obtained prior to the Closing.

4. ***The Purchaser's Representations and Warranties.*** The Purchaser hereby agrees with, and makes the following representations and warranties to, the City, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(a) The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) This Bond Purchase Agreement has been duly authorized, executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the City, is the legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms, except as the enforceability of this Bond Purchase Agreement may be limited by application of creditors' rights laws.

5. **Closing.** Prior to or at 12:00 noon, Kansas City, Missouri time, on May 9, 2016, or at such other time or such other date as shall have been mutually agreed upon by the City and the Purchaser (the "Closing Time"), the City will deliver, or cause to be delivered, to the Purchaser, the Bonds, in definitive form duly executed and authenticated by the Paying Agent, together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the purchase price of the Bonds by delivery to the City by electronic transfer of funds immediately available in Kansas City, Missouri in an amount equal to the purchase price.

Such payment and delivery is herein called the "Closing." The Bonds will be delivered in denominations as set forth in the Bond Ordinance as definitive Bonds in fully registered form.

6. **Events Permitting Purchaser To Terminate.** (a) The Purchaser shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the date of the Closing, (i)(A) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or (B) a decision by a Federal court of the United States or the United States Tax Court shall be rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made with respect to the Federal taxation upon interest on the Bonds, or (C) other action or events shall have occurred or transpired, any of the foregoing of which has the purpose or effect, directly or indirectly, of adversely affecting the Federal income tax consequences of any of the transactions contemplated in connection herewith, or (ii) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, the effect of which is that the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, and as then in effect, or the Securities Exchange Act of 1934, as amended, and as then in effect, or (iii) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein, is in violation of any provision of the Securities Act of 1933, as amended, and as then in effect, the Securities Exchange Act of 1934, as amended, and as then in effect, or the Trust Indenture Act of 1939, as amended, and as then in effect.

The Purchaser acknowledges that no such event exists as of the date hereof that would permit the Purchaser to cancel its obligations pursuant to this Bond Purchase Agreement.

(b) The City shall have the right to terminate this Bond Purchase Agreement if the Bonds are not purchased by the Purchaser for any reason on or prior to the Closing Time.

7. **Conditions to Closing.** The obligations hereunder of each party hereto shall be subject (i) to the performance by the other party of its obligations to be performed hereunder at and prior to the

Closing Time, (ii) to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and (iii) to the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Bond Ordinance, (iii) the City shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri (herein called "Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing Time, the Purchaser and the City shall have received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(1) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Purchaser, in form and substance satisfactory to the Purchaser.

(2) A certificate of the City, dated the date of Closing, signed by an official of the City, in form and substance satisfactory to the Purchaser.

(3) Copies of the executed Transaction Documents.

(4) Other certificates listed on a closing agenda to be approved by counsel to the City, Bond Counsel, and the Purchaser, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinion referred to in section (b)(1) above.

(5) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Purchaser, or counsel to the City may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Purchaser nor the City shall be under further obligation hereunder.

8. ***Conditions To City's Obligations.*** The obligations of the City hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. ***Survival of Representations, Warranties and Agreements.*** All representations, warranties and agreements of the City and the Purchaser, respectively, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing.

10. ***Expenses.*** If the Bonds are sold to the Purchaser by the City on or prior to the Closing Time, the City shall pay out of the proceeds of the Bonds the following expenses incident to the performance of its obligations hereunder: (i) the fees of the Paying Agent (\$250), (ii) the fees of the City's municipal advisor (\$12,000), (iii) the fees of bond counsel (\$12,000), and (iv) the fees of the placement agent (\$13,450).

5. ***Third Party Beneficiary.*** The City agrees that the Purchaser is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Purchaser in this Bond Purchase Agreement.

12. ***No Fiduciary Relationship.*** The City acknowledges that (a) the transaction contemplated by this Bond Purchase Agreement is an arm's length, commercial transaction between the City and the Purchaser in which the Purchaser is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (b) the Purchaser has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the City on other matters); (c) the only obligations the Purchaser has to the City with respect to the transaction contemplated hereby are expressly set forth in this Bond Purchase Agreement; and (d) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The City waives to the full extent permitted by applicable law any claims it may have against the Purchaser arising from an alleged breach of fiduciary duty in connection with the sale of the Bonds.

13. ***Notices.*** Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to the Purchaser at the following addresses:

Cedar Rapids Bank & Trust
500 1st Ave NE
Cedar Rapids, Iowa 52401
Attention: Jeffrey A. Hollingsworth

14. ***Successors.*** This Bond Purchase Agreement is made for the benefit of the City and the Purchaser (including the successors or assigns of the Purchaser) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

15. ***Governing Law.*** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

16. ***Effectiveness.*** This Bond Purchase Agreement shall become effective upon acceptance by the City.

17. **Counterparts.** This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

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

19. **Electronic Transaction.** The transaction described herein may be conducted and this Bond Purchase Agreement and related documents may be stored, delivered and received 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.

[remainder of page intentionally left blank]

Very truly yours,

CEDAR RAPIDS BANK & TRUST

By: _____
Title:

Accepted and agreed to as of
the date first above written:

CITY OF BOONVILLE, MISSOURI

By: _____
Title: Mayor

Bond Purchase Agreement

SCHEDULE I
TO BOND PURCHASE AGREEMENT
MATURITY SCHEDULE

Term Bonds

<u>Maturity</u> <u>January 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>
2034	\$1,345,000	3.10%	100.00%

Redemption of Bonds.

(a) *Optional Redemption of Bonds.* At the option of the City, the Bonds may be called for redemption and payment prior to their Stated Maturity as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds will be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date:

<u>January 1</u>	<u>Principal</u> <u>Amount</u>	<u>July 1</u>	<u>Principal</u> <u>Amount</u>
2017	\$30,000	2017	\$30,000
2018	30,000	2018	30,000
2019	30,000	2019	30,000
2020	35,000	2020	30,000
2021	35,000	2021	35,000
2022	35,000	2022	35,000
2023	35,000	2023	35,000
2024	35,000	2024	35,000
2025	40,000	2025	40,000
2026	35,000	2026	40,000
2027	40,000	2027	40,000
2028	40,000	2028	40,000
2029	45,000	2029	45,000
2030	40,000	2030	45,000
2031	45,000	2031	45,000
2032	45,000	2032	45,000
2033	50,000	2033	50,000
2034*	50,000		

*Final Maturity

Final

**CITY OF BOONVILLE
MISSOURI**

**MATHEMATICAL
COMPUTATIONS**

**SEWERAGE SYSTEM REFUNDING REVENUE BONDS
SERIES 2016**

**Prepared By
WM Financial Strategies**

CITY OF BOONVILLE, MISSOURI
SEWERAGE SYSTEM REFUNDING BONDS

Index to Schedules

Estimated Costs of Issuance.....	1
Source and Disbursement of Funds	2
Estimated Outstanding Debt Requirements.....	3
Debt Service Requirements on Series 2016 Bonds.....	4
Yield and TIC on Bonds	5
Savings Analysis	
Debt Service.....	6
Present Value.....	7

CITY OF BOONVILLE
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016
Estimated Costs of Issuance

Bond Counsel	\$12,000.00
City Attorney	0.00
Financial Advisor	12,000.00
Rating fees	0.00
Official Statement Printing	0.00
Paying Agent (Acceptance Fee)	250.00
Private Placement Agent @ 1%	13,450.00
CPA Verification	0.00
CUSIP	<u>0.00</u>
Total	<u><u>\$37,700.00</u></u>

CITY OF BOONVILLE
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016
Estimated Source and Disbursement of Funds

Source of Funds

Series 2016 Sewerage System Revenue Bonds		\$1,345,000.00
Cash Contribution (from Debt Service Fund)		0.00
Funds from Prior Reserve		<u>102,840.00</u>
		<u><u>\$1,447,840.00</u></u>

Disbursements

To Retire Outstanding Bonds (as of 5/9/16)		
1) Principal	\$1,405,639.30	
2) Interest	<u>1,386.38</u>	\$1,407,025.68
Reserve Requirement		0.00
Costs of Issuance		37,700.00
Balance		<u>3,114.32</u>
		<u><u>\$1,447,840.00</u></u>

CITY OF BOONVILLE
USDA - SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003
Outstanding Debt to Maturity

<u>Date</u>	<u>Rate</u>	<u>Total Debt Service</u>
7/1/2016	4.500	8,568.0
1/1/2017	4.500	51,408.0
7/1/2017	4.500	51,408.0
1/1/2018	4.500	51,408.0
7/1/2018	4.500	51,408.0
1/1/2019	4.500	51,408.0
7/1/2019	4.500	51,408.0
1/1/2020	4.500	51,408.0
7/1/2020	4.500	51,408.0
1/1/2021	4.500	51,408.0
7/1/2021	4.500	51,408.0
1/1/2022	4.500	51,408.0
7/1/2022	4.500	51,408.0
1/1/2023	4.500	51,408.0
7/1/2023	4.500	51,408.0
1/1/2024	4.500	51,408.0
7/1/2024	4.500	51,408.0
1/1/2025	4.500	51,408.0
7/1/2025	4.500	51,408.0
1/1/2026	4.500	51,408.0
7/1/2026	4.500	51,408.0
1/1/2027	4.500	51,408.0
7/1/2027	4.500	51,408.0
1/1/2028	4.500	51,408.0
7/1/2028	4.500	51,408.0
1/1/2029	4.500	51,408.0
7/1/2029	4.500	51,408.0
1/1/2030	4.500	51,408.0
7/1/2030	4.500	51,408.0
1/1/2031	4.500	51,408.0
7/1/2031	4.500	51,408.0
1/1/2032	4.500	51,408.0
7/1/2032	4.500	51,408.0
1/1/2033	4.500	51,408.0
7/1/2033	4.500	51,408.0
1/1/2034	4.500	51,408.0
7/1/2034	4.500	51,408.0
1/1/2035	4.500	51,408.0
7/1/2035	4.500	51,408.0
1/1/2036	4.500	51,408.0
7/1/2036	4.500	51,408.0
1/1/2037	4.500	51,408.0
7/1/2037	4.500	51,408.0
10/1/2037	4.500	25,704.0
		2,193,408.00

CITY OF BOONVILLE
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016
Debt Service Schedule

Issue Date: 5/9/2016
Settlement Date: 5/9/2016

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>Annual Interest</u>	<u>Debt Service</u>	<u>Annual Debt Service</u>
1/1/2017	30,000	3.100	26,870.11	26,870.11	56,870.11	56,870.11
7/1/2017	30,000	3.100	20,382.50		50,382.50	
1/1/2018	30,000	3.100	19,917.50	40,300.00	49,917.50	100,300.00
7/1/2018	30,000	3.100	19,452.50		49,452.50	
1/1/2019	30,000	3.100	18,987.50	38,440.00	48,987.50	98,440.00
7/1/2019	30,000	3.100	18,522.50		48,522.50	
1/1/2020	35,000	3.100	18,057.50	36,580.00	53,057.50	101,580.00
7/1/2020	30,000	3.100	17,515.00		47,515.00	
1/1/2021	35,000	3.100	17,050.00	34,565.00	52,050.00	99,565.00
7/1/2021	35,000	3.100	16,507.50		51,507.50	
1/1/2022	35,000	3.100	15,965.00	32,472.50	50,965.00	102,472.50
7/1/2022	35,000	3.100	15,422.50		50,422.50	
1/1/2023	35,000	3.100	14,880.00	30,302.50	49,880.00	100,302.50
7/1/2023	35,000	3.100	14,337.50		49,337.50	
1/1/2024	35,000	3.100	13,795.00	28,132.50	48,795.00	98,132.50
7/1/2024	35,000	3.100	13,252.50		48,252.50	
1/1/2025	40,000	3.100	12,710.00	25,962.50	52,710.00	100,962.50
7/1/2025	40,000	3.100	12,090.00		52,090.00	
1/1/2026	35,000	3.100	11,470.00	23,560.00	46,470.00	98,560.00
7/1/2026	40,000	3.100	10,927.50		50,927.50	
1/1/2027	40,000	3.100	10,307.50	21,235.00	50,307.50	101,235.00
7/1/2027	40,000	3.100	9,687.50		49,687.50	
1/1/2028	40,000	3.100	9,067.50	18,755.00	49,067.50	98,755.00
7/1/2028	40,000	3.100	8,447.50		48,447.50	
1/1/2029	45,000	3.100	7,827.50	16,275.00	52,827.50	101,275.00
7/1/2029	45,000	3.100	7,130.00		52,130.00	
1/1/2030	40,000	3.100	6,432.50	13,562.50	46,432.50	98,562.50
7/1/2030	45,000	3.100	5,812.50		50,812.50	
1/1/2031	45,000	3.100	5,115.00	10,927.50	50,115.00	100,927.50
7/1/2031	45,000	3.100	4,417.50		49,417.50	
1/1/2032	45,000	3.100	3,720.00	8,137.50	48,720.00	98,137.50
7/1/2032	45,000	3.100	3,022.50		48,022.50	
1/1/2033	50,000	3.100	2,325.00	5,347.50	52,325.00	100,347.50
7/1/2033	50,000	3.100	1,550.00		51,550.00	
1/1/2034	50,000	3.100	775.00	2,325.00	50,775.00	102,325.00
	1,345,000		413,750.11	413,750.11	1,758,750.11	1,758,750.11

CITY OF BOONVILLE
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016
Calculation of TIC & Arbitrage Yield

Issue Date: 5/9/2016
Settlement Date: 5/9/2016

<u>Date</u>	<u>Period</u> <u>Counts</u>	<u>TIC</u>		<u>Arbitrage</u>		<u>Arbitrage Yield</u>	
		<u>Debt Service</u>	<u>PV Factors</u> <u>3.22228454</u>	<u>Debt Service</u>	<u>PV Factors</u> <u>3.09946720</u>	<u>Debt Service</u>	<u>Present Value</u>
7/1/2016	0.00	-	0.99539333	-	0.99556718	-	-
1/1/2017	1.00	56,870.11	0.97961041	56,870.11	0.98037400	56,870.11	55,753.98
7/1/2017	2.00	50,382.50	0.96407775	50,382.50	0.96541267	50,382.50	48,639.90
1/1/2018	3.00	49,917.50	0.94879137	49,917.50	0.95067967	49,917.50	47,455.55
7/1/2018	4.00	49,452.50	0.93374737	49,452.50	0.93617151	49,452.50	46,296.02
1/1/2019	5.00	48,987.50	0.91894191	48,987.50	0.92188475	48,987.50	45,160.83
7/1/2019	6.00	48,522.50	0.90437120	48,522.50	0.90781602	48,522.50	44,049.50
1/1/2020	7.00	53,057.50	0.89003153	53,057.50	0.89396199	53,057.50	47,431.39
7/1/2020	8.00	47,515.00	0.87591922	47,515.00	0.88031938	47,515.00	41,828.38
1/1/2021	9.00	52,050.00	0.86203068	52,050.00	0.86688498	52,050.00	45,121.36
7/1/2021	10.00	51,507.50	0.84836236	51,507.50	0.85365559	51,507.50	43,969.67
1/1/2022	11.00	50,965.00	0.83491076	50,965.00	0.84062809	50,965.00	42,842.61
7/1/2022	12.00	50,422.50	0.82167245	50,422.50	0.82779941	50,422.50	41,739.72
1/1/2023	13.00	49,880.00	0.80864404	49,880.00	0.81516650	49,880.00	40,660.50
7/1/2023	14.00	49,337.50	0.79582221	49,337.50	0.80272638	49,337.50	39,604.51
1/1/2024	15.00	48,795.00	0.78320369	48,795.00	0.79047610	48,795.00	38,571.28
7/1/2024	16.00	48,252.50	0.77078524	48,252.50	0.77841278	48,252.50	37,560.36
1/1/2025	17.00	52,710.00	0.75856370	52,710.00	0.76653355	52,710.00	40,403.98
7/1/2025	18.00	52,090.00	0.74653594	52,090.00	0.75483561	52,090.00	39,319.39
1/1/2026	19.00	46,470.00	0.73469890	46,470.00	0.74331619	46,470.00	34,541.90
7/1/2026	20.00	50,927.50	0.72304954	50,927.50	0.73197256	50,927.50	37,277.53
1/1/2027	21.00	50,307.50	0.71158490	50,307.50	0.72080205	50,307.50	36,261.75
7/1/2027	22.00	49,687.50	0.70030203	49,687.50	0.70980201	49,687.50	35,268.29
1/1/2028	23.00	49,067.50	0.68919807	49,067.50	0.69896984	49,067.50	34,296.70
7/1/2028	24.00	48,447.50	0.67827017	48,447.50	0.68830298	48,447.50	33,346.56
1/1/2029	25.00	52,827.50	0.66751555	52,827.50	0.67779890	52,827.50	35,806.42
7/1/2029	26.00	52,130.00	0.65693145	52,130.00	0.66745513	52,130.00	34,794.44
1/1/2030	27.00	46,432.50	0.64651517	46,432.50	0.65726920	46,432.50	30,518.65
7/1/2030	28.00	50,812.50	0.63626405	50,812.50	0.64723873	50,812.50	32,887.82
1/1/2031	29.00	50,115.00	0.62617547	50,115.00	0.63736133	50,115.00	31,941.36
7/1/2031	30.00	49,417.50	0.61624686	49,417.50	0.62763466	49,417.50	31,016.14
1/1/2032	31.00	48,720.00	0.60647567	48,720.00	0.61805643	48,720.00	30,111.71
7/1/2032	32.00	48,022.50	0.59685942	48,022.50	0.60862438	48,022.50	29,227.66
1/1/2033	33.00	52,325.00	0.58739564	52,325.00	0.59933626	52,325.00	31,360.27
7/1/2033	34.00	51,550.00	0.57808192	51,550.00	0.59018989	51,550.00	30,424.29
1/1/2034	35.00	50,775.00	0.56891587	50,775.00	0.58118310	50,775.00	29,509.57
7/1/2034	36.00	-	0.55989517	-	0.57231376	-	-
1/1/2035	37.00	-	0.55101749	-	0.56357978	-	-
7/1/2035	38.00	-	0.54228058	-	0.55497908	-	-
1/1/2036	39.00	-	0.53368220	-	0.54650964	-	-
7/1/2036	40.00	-	0.52522016	-	0.53816944	-	-
1/1/2037	41.00	-	0.51689229	-	0.52995653	-	-
7/1/2037	42.00	-	0.50869646	-	0.52186895	-	-
10/1/2037	43.00	-	0.50063059	-	0.51390479	-	-
		1,758,750.11		1,331,550.00		1,758,750.11	1,345,000.00

<u>TIC</u>	
Par Amount of Bonds	\$ 1,345,000.00
OIP or (OID)	-
Private Placement Fee	(13,450.00)
Accrued Interest	-
Purchase Price	1,331,550.00
TIC	3.22228454

<u>Arbitrage Yield</u>	
Par Amount of Bonds	\$ 1,345,000.00
OIP or (OID)	-
Accrued Interest	-
Purchase Price	1,345,000.00
Arbitrage Yield	3.09946720

CITY OF BOONVILLE
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016
REFUNDING - SAVINGS ANALYSIS - DEFERRED

Issue Date: 5/9/2016
Settlement Date: 5/9/2016

<u>Date</u>	<u>USDA Loan</u>			<u>Series 2016</u>							<u>Debt Serv.</u>
	<u>Outstanding</u>	<u>Funds</u>	<u>Net Effective</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Debt Ser.</u>	<u>Funds</u>	<u>Net Effective</u>	<u>Debt Serv.</u>	<u>Annual</u>
	<u>Debt Service</u>	<u>Applied</u>	<u>Debt Service</u>					<u>Applied</u>	<u>Debt Service</u>	<u>Change</u>	<u>Change</u>
7/1/2016	8,568		8,568						0	8,568	
1/1/2017	51,408		51,408	30,000	3.100	26,870	56,870		56,870	-5,462	3,106
7/1/2017	51,408		51,408	30,000	3.100	20,383	50,383		50,383	1,026	
1/1/2018	51,408		51,408	30,000	3.100	19,918	49,918		49,918	1,491	2,516
7/1/2018	51,408		51,408	30,000	3.100	19,453	49,453		49,453	1,956	
1/1/2019	51,408		51,408	30,000	3.100	18,988	48,988		48,988	2,421	4,376
7/1/2019	51,408		51,408	30,000	3.100	18,523	48,523		48,523	2,886	
1/1/2020	51,408		51,408	35,000	3.100	18,058	53,058		53,058	-1,650	1,236
7/1/2020	51,408		51,408	30,000	3.100	17,515	47,515		47,515	3,893	
1/1/2021	51,408		51,408	35,000	3.100	17,050	52,050		52,050	-642	3,251
7/1/2021	51,408		51,408	35,000	3.100	16,508	51,508		51,508	-100	
1/1/2022	51,408		51,408	35,000	3.100	15,965	50,965		50,965	443	344
7/1/2022	51,408		51,408	35,000	3.100	15,423	50,423		50,423	986	
1/1/2023	51,408		51,408	35,000	3.100	14,880	49,880		49,880	1,528	2,514
7/1/2023	51,408		51,408	35,000	3.100	14,338	49,338		49,338	2,071	
1/1/2024	51,408		51,408	35,000	3.100	13,795	48,795		48,795	2,613	4,684
7/1/2024	51,408		51,408	35,000	3.100	13,253	48,253		48,253	3,156	
1/1/2025	51,408		51,408	40,000	3.100	12,710	52,710		52,710	-1,302	1,854
7/1/2025	51,408		51,408	40,000	3.100	12,090	52,090		52,090	-682	
1/1/2026	51,408		51,408	35,000	3.100	11,470	46,470		46,470	4,938	4,256
7/1/2026	51,408		51,408	40,000	3.100	10,928	50,928		50,928	481	
1/1/2027	51,408		51,408	40,000	3.100	10,308	50,308		50,308	1,101	1,581
7/1/2027	51,408		51,408	40,000	3.100	9,688	49,688		49,688	1,721	
1/1/2028	51,408		51,408	40,000	3.100	9,068	49,068		49,068	2,341	4,061
7/1/2028	51,408		51,408	40,000	3.100	8,448	48,448		48,448	2,961	
1/1/2029	51,408		51,408	45,000	3.100	7,828	52,828		52,828	-1,420	1,541
7/1/2029	51,408		51,408	45,000	3.100	7,130	52,130		52,130	-722	
1/1/2030	51,408		51,408	40,000	3.100	6,433	46,433		46,433	4,976	4,254
7/1/2030	51,408		51,408	45,000	3.100	5,813	50,813		50,813	596	
1/1/2031	51,408		51,408	45,000	3.100	5,115	50,115		50,115	1,293	1,889
7/1/2031	51,408		51,408	45,000	3.100	4,418	49,418		49,418	1,991	
1/1/2032	51,408		51,408	45,000	3.100	3,720	48,720		48,720	2,688	4,679
7/1/2032	51,408		51,408	45,000	3.100	3,023	48,023		48,023	3,386	
1/1/2033	51,408		51,408	50,000	3.100	2,325	52,325		52,325	-917	2,469
7/1/2033	51,408		51,408	50,000	3.100	1,550	51,550		51,550	-142	
1/1/2034	51,408		51,408	50,000	3.100	775	50,775		50,775	633	491
7/1/2034	51,408		51,408			0	0		0	51,408	
1/1/2035	51,408		51,408			0	0		0	51,408	102,816
7/1/2035	51,408		51,408			0	0		0	51,408	
1/1/2036	51,408		51,408			0	0		0	51,408	102,816
7/1/2036	51,408		51,408			0	0		0	51,408	
1/1/2037	51,408		51,408			0	0		0	51,408	102,816
7/1/2037	51,408		51,408			0	0		0	51,408	
10/1/2037	25,704	-102,840	-77,136			0	0		0	-77,136	(25,728)
	2,193,408	-102,840	2,090,568	1,345,000		413,750	1,758,750	0	1,758,750	331,818	331,818 *

* Savings are net of costs of issuance.

CITY OF BOONVILLE
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2016
Present Value Savings

Issue Date: 5/9/2016
Settlement Date: 5/9/2016

<u>Date</u>	<u>Debt Service</u> <u>Change</u>	<u>Period</u> <u>Counts</u>	Arbitrage Yield	<u>Present Value</u> <u>Savings</u>
			<u>PV Factors</u> <u>3.09986822</u>	
7/1/2016	8,568.00	0.00	0.99556661	8,530.01
1/1/2017	(5,462.11)	1.00	0.98037150	(5,354.90)
7/1/2017	1,025.50	2.00	0.96540831	990.03
1/1/2018	1,490.50	3.00	0.95067350	1,416.98
7/1/2018	1,955.50	4.00	0.93616358	1,830.67
1/1/2019	2,420.50	5.00	0.92187512	2,231.40
7/1/2019	2,885.50	6.00	0.90780475	2,619.47
1/1/2020	(1,649.50)	7.00	0.89394912	(1,474.57)
7/1/2020	3,893.00	8.00	0.88030498	3,427.03
1/1/2021	(642.00)	9.00	0.86686908	(556.53)
7/1/2021	(99.50)	10.00	0.85363825	(84.94)
1/1/2022	443.00	11.00	0.84060936	372.39
7/1/2022	985.50	12.00	0.82777932	815.78
1/1/2023	1,528.00	13.00	0.81514511	1,245.54
7/1/2023	2,070.50	14.00	0.80270373	1,662.00
1/1/2024	2,613.00	15.00	0.79045224	2,065.45
7/1/2024	3,155.50	16.00	0.77838774	2,456.20
1/1/2025	(1,302.00)	17.00	0.76650738	(997.99)
7/1/2025	(682.00)	18.00	0.75480835	(514.78)
1/1/2026	4,938.00	19.00	0.74328788	3,670.36
7/1/2026	480.50	20.00	0.73194324	351.70
1/1/2027	1,100.50	21.00	0.72077176	793.21
7/1/2027	1,720.50	22.00	0.70977078	1,221.16
1/1/2028	2,340.50	23.00	0.69893770	1,635.86
7/1/2028	2,960.50	24.00	0.68826997	2,037.62
1/1/2029	(1,419.50)	25.00	0.67776506	(962.09)
7/1/2029	(722.00)	26.00	0.66742048	(481.88)
1/1/2030	4,975.50	27.00	0.65723379	3,270.07
7/1/2030	595.50	28.00	0.64720258	385.41
1/1/2031	1,293.00	29.00	0.63732447	824.06
7/1/2031	1,990.50	30.00	0.62759713	1,249.23
1/1/2032	2,688.00	31.00	0.61801825	1,661.23
7/1/2032	3,385.50	32.00	0.60858557	2,060.37
1/1/2033	(917.00)	33.00	0.59929687	(549.56)
7/1/2033	(142.00)	34.00	0.59014993	(83.80)
1/1/2034	633.00	35.00	0.58114261	367.86
7/1/2034	51,408.00	36.00	0.57227276	29,419.40
1/1/2035	51,408.00	37.00	0.56353828	28,970.38
7/1/2035	51,408.00	38.00	0.55493712	28,528.21
1/1/2036	51,408.00	39.00	0.54646724	28,092.79
7/1/2036	51,408.00	40.00	0.53812663	27,664.01
1/1/2037	51,408.00	41.00	0.52991333	27,241.78
7/1/2037	51,408.00	42.00	0.52182538	26,826.00
1/1/2038	25,704.00	43.00	0.51386087	13,208.28
	434,657.89			248,080.91
Less Cash Contribution:				(102,840.00)
PV Savings				<u>\$145,240.91</u>
PV Savings %				10.33273%

Note: Estimated PV Savings are based on semiannual payments for both the refunding and outstanding bonds.

CITY OF BOONVILLE, MISSOURI
1200 LOCUST STREET, BOONVILLE MO 65233-1598
OFFICE PHONE (660)882-5479 FAX PHONE (660)882-8218
EMAIL ADDRESS: waterbilling@boonville-mo.org

NOTICE

The City of Boonville is required to reveal the utility customers **Name** and **Address** upon request, **expect for those residential customers who request non-disclosure**. Any request made to the City of Boonville, will **REQUIRE** completion of Sunshine Law Request Form (Request for Public Records). **If you do not want your name disclosed, please, advise the Billing Clerk and your account will be flagged for non-disclosure of this information.**

DEPOSITS

Deposits are required for new customers. These deposits are based on the size of meter. That information may be obtained through the water department.

The deposit, based on a typical 5/8 inch residential meter is total of \$113.00. (\$106 for water fund, \$5 for sanitation fund, non-refundable \$2 service fee). Deposits are refundable after 12 consecutive billings without delinquencies in payment.

WATER CHARGES

According to meter size
 (basic residential meter is 5/8 and 3/4 inch)

<u>Meter size (inches)</u>	<u>Minimum monthly charge</u>
5/8 and 3/4 inch	\$20.00
1 inch	36.00
1 1/2 inch	63.00
2 inch	96.00
3 inch	172.00
4 inch	281.00
6 inch	553.00
First 1000 gallons---	---minimum charge
Next 9000 gallons---	---\$6.10 per 1000 gallons
Next 40,000 gallons---	---\$4.95 per 1000 gallons
Any additional gallons---	---\$4.50 per 1000 gallons

SEWER CHARGES

A fixed charge of \$14.00 is charged per meter. Each meter is also charged \$7.35 per 1000 gallons of water. This charge is a commodity charge for operations and maintenance. For a total of \$21.35 for minimum usage.

The sewer rate is based on water consumption from October through March. New rates will appear on the following May bill. (Example new customer in December 2015—new average will apply May 2017). New customers will be charged the average of 4000 gallons, at the rate of \$43.40 per month.

SANITATION CHARGES

Sanitation rate is a fixed charge for \$16.00 per residential unit, and \$20.42 for 1 time per week hand stop pickup per commercial unit. (This will differ if there are additional pickups needed and if containers are needed).

FUEL SURCHARGE

Fuel surcharge is an authorized and imposed fee per unit of Sanitation. The fee will be variable by quarter, calculated by city staff and the service provider, as set forth in the service provider's contract with the city.

METER RENTAL FEE

Meter rental fee is a fixed rate of \$.30 per month.

SALES TAX

Sales tax is based on water charges only---Residential customer – 2.750%
Commercial customer – 8.225%

ANNUAL PRIMACY FEE

The Primacy Fee is an annual charge required by the State of Missouri, based as follows:

Unmetered & meters less than or equal to one inch	\$ 3.00
Meters greater than one inch up to the equal of two inches	\$ 7.44
Meters greater than two inches up to the equal of four inches	\$41.16
Meters greater than four inches	\$82.44

This charge will show up on your January or February water bill.

ANNUAL SEWER FEE

The Sewer Fee is an annual charge required by the State of Missouri, based as follows:

Residential Users	\$ 0.80
Commercial users not served by public water supply district	\$ 3.42
Less than or equal to one inch meters	\$3.00
Less than or equal to four inch meters	\$11.00
Greater than four inch meters	\$29.00

This charge will show up on your January or February water bill.

PENALTIES

A **\$10.00** penalty will be added to any account in which a full payment is not made within 5 (five) days of the due date specified on the bill. (Ordinance Section 21-148-(d) (6) b).

MASTERCARD, VISA, AND DISCOVER CARD PAYMENTS ACCEPTED!!!!
AUTOMATIC BANK DRAFTING FROM CHECKING AND SAVINGS ACCOUNTS AVAILABLE!!!

(OVER)

SAMPLE BILL FOR WATER RATES EFFECTIVE MAY 1, 2016

Residential Customer using **6000 gallons** of water using a 5/8 inch meter size.

First **1000 gallons** (minimum charge) is: **\$20.00**

1st Step: Minimum Monthly Charge per meter size

Remaining **5000 gallons** is: **\$30.50**

2nd Step: \$6.10 for next 9000 gallons -- 5000 gallons left
(\$6.10 per thousand X 5 (5000 gallons) = \$30.50)

There are 0 gallons left to charge. Therefore you will not be using the next 2 steps.

3rd Step: \$4.95 per thousand for next 40,000 gallons -- 0 gallons
4th Step: \$4.50 per thousand for all water used above 50,000 gallons of water -- 0 gallons

TOTAL WATER CHARGES: \$50.50

Residential Customer using **15,000 gallons** of water using a 5/8 inch meter size.

First **1000 gallons** (minimum charge) is: **\$20.00**

1st Step: Minimum Monthly Charge per meter size

Next **9000 gallons** is: **\$54.90**

2nd Step: \$6.10 for next 9000 gallons -- 9000 gallons (with 5000 gallons remaining to bill)
(\$6.10 per thousand X 9 (9000 gallons) = \$54.90)

Remaining **5000 gallons** is: **\$24.75**

3rd Step: \$4.95 for last 5000 gallons -- 5000 gallons left
(\$4.95 per thousand X 5 (5000 gallons) = \$24.75)

There are 0 gallons left to charge. Therefore you will not be using the next step.

4th Step: \$4.50 per thousand for all water used above 50,000 gallons of water -- 0 gallons

TOTAL WATER CHARGES: \$99.65

Additional Charges:

Meter Rental Fee (for each meter) **\$.30**

Sales Tax for Residential Customers Inside City Limits on Water only **2.75%**
(Domestic Utility Tax)

SAMPLE BILL FOR SEWER RATES EFFECTIVE MAY 1, 2016

All residential customers' sewer bills are based on their average water consumption for the months October through March.

Example following showing water usage for a customer:

October 2015 Usage:	7900 gallons
November 2015 Usage:	6400 gallons
December 2015 Usage:	4700 gallons
January 2016 Usage:	4100 gallons
February 2016 Usage:	6500 gallons
March 2016 Usage:	<u>+6400 gallons</u>

Total gallons for 6 months 36,000 gallons

36,000 gallons ÷ 6 months = 6,000 gallons average for each month.

Residential Customer averaging a usage of **6000 gallons** of water per month is charged:

Fixed Rate of \$14.00 per meter	\$14.00
---------------------------------	----------------

2 nd Step (and only step): \$7.35 per thousand gallons of metered water	\$44.10
--	----------------

(\$7.35 per thousand X 6 (6000 gallons average) = \$44.10)

TOTAL SEWER CHARGES: \$58.10

Residential Customer averaging **15,000 gallons** of water per month is charged:

Residential Customer averaging a usage of **15,000 gallons** of water per month is charged:

Fixed Rate of \$14.00 per meter	\$14.00
---------------------------------	----------------

2 nd Step (and only step): \$7.35 per thousand gallons of metered water	\$110.25
--	-----------------

(\$7.35 per thousand X 15 (15,000 gallons average) = \$110.25)

TOTAL SEWER CHARGES: \$124.25

NOTIFICATION OF TEMPORARY STREET CLOSURE / PARKING RESTRICTION REQUEST

Organization: SSPP Home & School Date: 4/14/16
Name: Mandy L. Eichelberger Phone Number: 660/621-3185

Street Closure:

SSPP H&S has requested that 7th Street be closed between (streets)
Chestnut (Alley) and End of Johnson Park from (time, day, date) 8:30 am May 12,
2016 to 2:30 pm May 12, 2016. Rain Date: May 17, 2016

Parking Restriction:

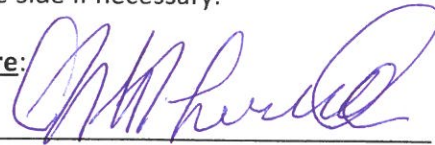
_____ has requested that parking be restricted on both / _____ side(s)
of _____ between (streets) _____ and _____ from (time,
day, date) _____, 201_ to _____, 201_.

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

Business Name:

501 7th St.; Leno Properties

Signature:



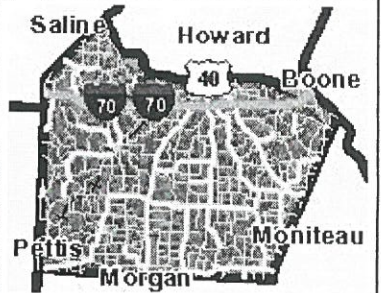
C. Nelson Leonard

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

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

(Rev. 4/28/09)

Cooper County, MO



Legend

Road

- <all other values>
- Interstate
- US Highway
- Numbered State Highway
- Lettered State Highway

Railroad

Parcel

Parcel Number/Acres

Corporate Limit Line

Land Hook

- DASHED LAND HOOK
- SOLID LAND HOOK

Stream

Water Boundary

County Boundary



Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION NO. R2016-07

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN STOCKMAN CONSTRUCTION CORP. AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO CONCRETE STREET REPAIRS 2016; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville has solicited and received bids for this project and determined that **Stockman Construction Corp** represents the best bid pursuant to the purchasing code set forth in Section 2-20 of the City of Boonville Code of Ordinances;

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

SECTION 1: That a certain Agreement between **Stockman Construction Corp** and the City of Boonville, Missouri relating to the **Concrete Street Repairs 2016**, a copy of which is marked "Exhibit A" is attached hereto and made a part hereof, is hereby approved.

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

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

Passed this 2nd day of May 2016, by the City Council of Boonville, Missouri

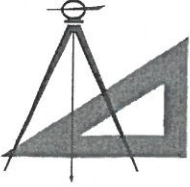
Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

MECO ENGINEERING COMPANY, INC.

CIVIL – STRUCTURAL – ELECTRICAL – MECHANICAL ENGINEERS AND LAND SURVEYORS



2701 Industrial Drive, Jefferson City, Missouri 65109
 Voice (573) 893-5558 – Fax (573) 893-5404
 www.mecoengineering.com

BID OPENING
FOR

CITY OF BOONVILLE
CONCRETE STREET REPAIRS 2016

MECO ENGINEERING PROJECT NO. 454-257
 April 28, 2016

Company Name	Bid Amount
B&P Patterson Concrete & Construction	\$ 709,719. ⁵⁰
Stockman Construction Corp	\$ 590,711. ⁰⁰
Emery Sapp & Sons Inc	\$ 652,087. ⁵⁰

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING THE LIST OF PERMITTED USES IN THE C-2 (CENTRAL COMMERCIAL ZONING) DISTRICT

WHEREAS, in the interest of enhancing commercial development prospects in the City of Boonville, the Director of Economic Development has requested an expansion of the permitted uses in the C-2 zoning district in order to clear the way for development deemed compatible with growth and comparable in general character to existing uses therein; and

WHEREAS, the current list of permitted uses in C-2 was adopted in 1978 and last revised in 1984, while changes in the local economy have driven the need for expansion and greater opportunity for development in the City; and

WHEREAS, the Planning and Zoning Commission shall consider these changes on May 10, 2016 at a public meeting and public hearing will follow, in accordance with the requirements of the Boonville Code of General Ordinances, Appendix C – Zoning, Section 10.1.

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

SECTION 1: That the list of permitted uses in the C-2 zoning district, as set forth in Section 2.6 of Appendix C –Zoning of the Code of General Ordinances of the City of Boonville shall be and is hereby amended as set forth in **Exhibit A**, which is incorporated herein as set out fully in this ordinance.

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

SECTION 3: This ordinance, with its incorporated amendments to the zoning code of the City of Boonville, shall take effect and be in full force from the date of passage of this ordinance.

READ FOR THE FIRST TIME THE 2nd DAY OF MAY, 2016 AND PASSED THIS 16th DAY OF MAY, 2016, AFTER A COPY OF THIS ORDINANCE WAS MADE AVAILABLE PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 16th DAY OF MAY, 2016

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

Section 2.6. - Premises in the C-2 District, as long as the uses are not obnoxious or offensive due to emission of noise, odor, dust, gas or vibration, also may be used for.

Assaying.

Bookbinderies.

Box lunch preparation/catering establishment.

Cellophane products manufacturing.

Ceramic products **manufacturing and clay storage.**

Computer, electronic and aerospace device (and related component) assembly.

Cold storage or refrigerating plants.

Candy, nut and c[on]fectionary manufacturing.

Cosmetics manufacturing.

Dairy and other food products manufacturing (except fish and meat products, sauerkraut, vinegar, yeast and rendering or refining of fats and oils).

Electrical parts, assembly and manufacturing.

Farm machinery sales, repair and overhauling.

Fiber products manufacturing (previously prepared fiber).

Foundry casting lightweight nonferrous metal (no brass, manganese, bronze, zinc).

Garment, **hosiery and hat** manufacturing.

Glass products manufacturing.

Grain elevators **and hay barns.**

Housewares manufacturing.

Iron works, ornamental.

Jewelry and stone products manufacturing.

Leather products manufacturing (previously prepared leather).

Lumberyards.

~~[Machinery, farm sales, repairing and overhauling.]~~

Machining and metal parts fabrication.

Ordnance manufacturing.

Perfume manufacturing.

Plastic **and rubber** products manufacturing (previously prepared material).

Radio, television and small machine assembly.

Scientific instrument and equipment testing and manufacturing.

Sheetmetal products (light).

Shoe manufacturing.

Silkscreen printing.

Sign and marketing display fabrication and painting [shop].

Small engine (parts, components, and accessories thereof) manufacturing and assembly.

Open storage of building material, lumber, coal, machinery and pipe when the material is enclosed within a solid fence at least six feet high, said fence to be within required building lines.

Television and radio broadcasting transmitters.

Testing laboratory.

Textile products manufacturing.

Tire retreading, recapping or rebuilding.

Toiletries manufacturing.

Tool manufacturing.

Toy manufacturing.

Transformer manufacturing.

Warehouse or storage building, **with or without distribution.**

Well drilling services.

Wholesale business.

Wood products manufacturing (assembling work and finishing).

Restaurants, taverns and eating establishments.

Heating, and air conditioning, **refrigeration and appliance** manufacturing and accessory uses related thereto.

Other uses similar to the above as provided by appeal in Part 8.

(Ord. No. 2315, § 1, 7-17-78; Ord. No. 2331, §§ 1, 2, 11-20-78; Ord. No. 2675, § 1, 5-7-84)

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING THE MAYOR TO AMEND, IN WRITING, THE LEASE ASSIGNMENT OF THE KATY DEPOT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND TO THEREAFTER EXECUTE A CONTRACT TO SUBLEASE THE KATY DEPOT TO CHAMPION BICYCLES, LLC

WHEREAS, the Missouri Department of Natural Resources (DNR) extended Lease No.BO9600 to the Boonville Chamber of Commerce in 1997, which lease was assigned to the City of Boonville in 2011 and remains current and effective to this date;

WHEREAS, the City of Boonville Tourism Office has occupied the Katy Depot under that assigned lease since 2011 but has recently moved to the newly renovated Gingrich Warehouse building across Spring Street from the Katy Depot, even as the lease remains in place through 2036;

WHEREAS, Champion Bicycles, LLC of Sedalia has asked the City to sublease space to Champion at the Katy Depot as a location from which to provide bicycle sales, service and repairs, seasonally, adjacent to the newly opened Katy Bridge trailhead; and

WHEREAS, in order to obtain the permission of DNR to allow the City to sublease part of the Katy Depot to Champion, the Council must agree to amend the assigned lease, in writing, by executing the document attached hereto as Exhibit A; and

WHEREAS, once the amendment is executed, the City will sublease a portion of the Katy Depot to Champion Bicycles, LLC by executing the sublease attached hereto as Exhibit B.

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

SECTION 1: That the assigned lease of the Katy Depot from DNR to the City shall be amended, by execution of the writing attached hereto as Exhibit A, by the Mayor and City Clerk in order to obtain the approval of DNR to sublease the premises to Champion Bicycles, LLC of Sedalia, Missouri.

SECTION 2: That the Mayor and City Clerk are, next, hereby authorized to execute the sublease between the City and Champion Bicycles, LLC as it is set forth in Exhibit B attached to this ordinance.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and approval, but occupancy shall be made available, at Champion's risk and discretion, upon first reading.

FIRST READING: May 2, 2016

READ FOR THE SECOND TIME THIS 16th DAY OF MAY, 2016, AFTER A COPY OF THIS ORDINANCE AND REFERENCED DOCUMENTS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO BOTH READINGS.

President of the Council

APPROVED THIS 16th DAY OF May, 2016

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

FIRST AMENDMENT TO
ASSIGNMENT OF BOONVILLE DEPOT LEASE

THIS AMENDMENT is entered into this _____ day of _____, 2016 by and between The City of Boonville, Missouri ("Assignee") and the MISSOURI DEPARTMENT OF NATURAL RESOURCES ("Lessor").

WHEREAS, on November 25, 1997, Lessor executed and delivered to the Boonville Area Chamber of Commerce ("Lessee") Lease No. BO9600, attached hereto as Exhibit 1 and incorporated herein by reference, for the following property:

AN AREA COMPRISING 620 GROSS SQUARE FEET OF INTERIOR SPACE, MORE OR LESS, SITUATED WITHIN THE BOONVILLE DEPOT AT 320 FIRST STREET ON KATY TRAIL STATE PARK PROPERTY BETWEEN SPRING AND MORGAN STREETS, CITY OF BOONVILLE, COOPER COUNTY, MISSOURI, AS DEPICTED ON EXHIBIT "A," ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

WHEREAS, Lease No. BO9600 was for a nine-year term and included an option permitting Lessee to renew the lease three times for additional five-year terms; and

WHEREAS, on October 20, 2006, Lessee exercised its first option to renew Lease No. BO9600, attached hereto as Exhibit 2, extending the term of the lease to December 28, 2011; and

WHEREAS, in the Assignment of Boonville Depot Lease dated June 13, 2011 ("Assignment"), Lessor agreed to the assignment by Lessee unto Assignee, along with all of Lessee's interest in Lease No. BO9600 for a term of 25 years; and

WHEREAS, in the Assignment, Lessor agreed to lease to Assignee the Boonville Depot in its entirety, more particularly described as follows:

THE BOONVILLE DEPOT BUILDING (5,881 SQUARE FEET, MORE OR LESS) LOCATED AT 320 FIRST STREET ON KATY TRAIL STATE PARK PROPERTY IN BOONVILLE, COOPER COUNTY, MISSOURI ("Depot Property")

WHEREAS, in the Assignment, Assignee agreed to be bound by each of the terms and conditions of Lease No. BO0600 and its amendments including the following:

4. USE: ...The sale of goods directly associated with Lessee's office activities will be permitted on the leased premises. Sales of other goods are prohibited...

WHEREAS, in consideration of the Depot Property's location immediately adjacent to the Katy Trail State Park, a recreational trail primarily used by bicyclists, as well as the notable lack

of bicycle services and sales in the surrounding area, and considering the potential for increased tourism and associated economic benefit in the Boonville area derived from the availability of such services, Assignee has requested permission from Lessor to seek a tenant to sublet a portion of the Depot Property for purposes of operating a bicycle rental, retail, and repair business; and

WHEREAS, Lessor, pursuant to its authority in Chapter 253, RSMo, administers and operates the Missouri State Park system, and is responsible for preserving and interpreting the finest examples of the state's natural and cultural resources including the Katy Trail State Park and recognizes the mutual benefit derived from the availability of such a service to both Assignee and users of the Katy Trail State Park; and

WHEREAS, Lessor, pursuant to its authority in Chapter 253, RSMo may award by contract to any suitable person, persons, corporation or association the right to construct, establish and operate public services, privileges, conveniences and facilities on any land, site or object under Lessor's control provided that all contracts awarded are entered into upon the basis of competitive sealed bids accompanied by sworn financial statements following advertisement for bids in daily or weekly newspapers and at a regular meeting after public notice of the time of the letting; and

WHEREAS, paragraph 21 of Lease No. BO9600 provides that modifications to Lease No. BO9600 are not binding unless they are in writing and signed by both parties; and

WHEREAS, the parties desire to amend Lease No. BO9600 to allow for sales and rentals of bicycles and related equipment and accessories as well as bicycle repair services in the Depot Property.

NOW THEREFORE, the parties hereto agree to be bound by the terms and conditions of Lease No. BO9600 and the Assignment, as follows:

1. The Use provision contained in paragraph 4 of Lease No. BO9600 and Exhibit 1, is hereby amended as follows:

4. USE: Lessee covenants and agrees that during the term of this agreement, it shall use such premises for work space to conduct office activities that enhance the business interests of the Boonville community, the Katy Trail State Park, and other parks and historic sites within the Missouri State Park System, and for no other purpose whatsoever. The sale of goods directly associated with Lessee's office activities will be permitted on the leased premises. Sales and rentals of bicycles and related equipment and accessories as well as bicycle repair services will also be permitted on the leased premises, provided Lessee does not enter into a contract with any business offering such sales and services without first seeking competitive sealed bids via the process outlined by Section 253.080(3) RSMo. Sales of other goods are prohibited. Lessee further agrees to use the leased premises in such a manner as not to interfere with the conduct of Lessor's business, or with the safe operation of the Katy

Trail State Park ("Katy Trail") adjacent thereto. Lessee further agrees and covenants to conform to and observe all municipal, county, state and federal ordinances, rules, laws, and regulations, and all public authorities, boards or officers relating to said premises, or improvements upon the same or use thereof, and shall not, during such term, permit the same to be used for any illegal or immoral purpose, business or occupation, or any use which would interfere with the railbank purpose of the adjacent Katy Trail property or be incompatible with the use of the adjoining Katy Trail in the Missouri State Park System; provided, that a violation of this section will operate as a breach of this agreement only in the event that the property herein will be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, or determined by Lessor to be a use which interferes with the railbank purpose of the adjacent Katy Trail property or be incompatible with the use of the adjoining Katy Trail itself.

IN WITNESS WHEREOF, the parties hereto have executed this amendment the day and year first above written.

CITY OF BOONVILLE, MISSOURI

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

Julie Thacher, Mayor

William J. Bryan, Director
Division of State Parks

Teresa Studley, City Clerk

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is entered into this _____ day of May, 2016, by and between the City of Boonville, a Missouri Third Class municipality with executive offices at 401 Main Street, Boonville, MO 65233, hereinafter referred to as "City," and Champion Bicycles, LLC, a Missouri Limited Liability Company located at 600 East 3rd Street, Sedalia, Missouri 65301, which will be hereinafter referred to as "Champion."

WITNESSETH:

WHEREAS the City, under assignment of a lease agreement with the Missouri Department of Natural Resources (DNR) dated June 13, 2011, has the right of use and possession of the property located at 320 First Street in the City of Boonville known as the Katy Depot; and

WHEREAS the City and DNR have entered into a First Amendment to the lease assignment, a copy of which is attached and incorporated into this sublease by reference, to sublease a portion of the Katy Depot to Champion; and

WHEREAS Champion desires to use and possess a portion of the Katy Depot, Suite A, for the purpose of doing business from and in that location.

WHEREFORE, the City and Champion hereby covenant and agree as follows:

1. The City will charge Champion the sum of Two Hundred Dollars (\$200) per month, due and payable in advance on or before the first day of the month. To any payment made after the fifth day of the month, shall be added the sum of Twenty-Five Dollars (\$25.00) as and for a delinquent payment fee plus Five Dollars (\$5) for each additional day that rent is past due until all back rent and late fees are paid in full.
2. Any check presented by Champion that is returned to the City unpaid shall result in an additional fee of Twenty-Five Dollars (\$25.00) dollars to be added to assessed late fees and past due rent amounts. Within 48 hours of being notified by the City that a check has been returned and not paid, Champion will pay all amounts then due in the form of a cashier's check, money order or cash. The City reserves the right to demand all future payments by one of those methods after the first check is returned for non-payment, thereafter accepting no further business or personal checks as and for payment of rent, regardless of the ownership or control of the account.
3. Upon payment of the first month's rent, as described herein, Champion will be permitted to peacefully possess, hold and enjoy Suite A at the Katy Depot, during the term of this sublease agreement, which expires on October 31, 2016, without interruption by the City

or any person claiming a right to interfere with Champion's possession under City's authority.

4. In the event the sublet property becomes damaged but is still fit for use and occupancy, and the sublease is not terminated by act of either party, the City and/or DNR will endeavor to promptly make repairs.
5. If the property is damaged or destroyed by fire or other casualty and is deemed unfit for occupancy, this sublease shall immediately terminate, and the City shall provide written notice of the termination.
6. Any notice provided for in this document shall be made in one of the following manners: Registered mail to the addresses of each party listed in the first paragraph herein or by personal service on the City at City Hall or upon Champion at either its address in Sedalia, Missouri or at the Katy Depot, Suite A, as the case may be.
7. This Agreement shall be binding upon the parties, their executors, administrators, heirs and assigns and shall in no way alter or obviate the City's rights and responsibilities under its own lease (as assignee), including City's duty to maintain general liability insurance and property casualty insurance for the demised premises and to indemnify and hold DNR harmless in case of any claims.
8. Champion shall maintain general liability insurance and personal property casualty insurance for its own office operations, employees and visitors at the demised premises.
9. In the event there is a holdover, Champion shall pay double the monthly rent. City shall neither be obligated to notice Champion of the holdover nor to grant its permission for the holdover.
10. City will continue to provide all utilities at the property, except telephone service which is solely at Champion's expense and by its own arrangement for service with a provider of its choice.
11. Champion shall not assign its interest in this sublease agreement nor shall it further demise, sublease or share the premises herein described.
12. Champion shall make no alterations or perform remodeling of any type without first obtaining the written consent of the City; including, but not limited to, changing paint, light fixtures, locks, flooring, wallpaper, fixtures, cabinetry or wiring and shall not apply any sticky contact paper or other adhesive materials to walls or any other surfaces.
13. Champion agrees to carefully treat the building and its interior space and to keep it free from filth and debris (including cigarette butts) at all times. Champion will not use or permit the use of candles, cigarettes, or other incendiary devices on the premises.

14. Champion will permit the City a reasonable right of entry on the premises for inspection and/or repairs and will allow the premises to be shown to potential new tenants in the final ninety (90) days of this agreement.
15. If any delinquency occurs in the payment of monies due in rent or other fees which exceeds ten (10) calendar days, upon written demand by the City, Champion will quit and surrender possession in a peaceful manner but shall not avoid its obligation to pay rent for the full remainder of the sublease term as herein provided.
16. At the termination of this sublease, Champion will relinquish possession of said premises in as good condition or better condition than when the lease commenced, with minor wear and tear excused.
17. Champion will neither keep nor allow the keeping of abandoned or derelict vehicles on the premises and no work thereon shall be permitted.
18. Champion hereby acknowledges the ownership of Katy Depot by DNR, which agency has assigned its possession and care to the City of Boonville. As such, Champion also covenants and agrees to abide by the terms and provisions set forth in the Assignment of the Boonville Depot Lease Agreement herein attached to this Sublease Agreement.
19. Champion shall promptly notify the City of any name change in its name, d/b/a designation, registered agent, or permanent address during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures in duplicate the day and year first above written.

CITY

SUBTENANT

City of Boonville, Missouri

Champion Bicycle, LLC

BY: _____
Julie Thacher, Mayor

BY: _____

Attest:

Teresa Studley, City Clerk

Copy of Executed Agreement to:

Rebecca McKinstry
Real Estate Division, Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102

Park Board Minutes
April 19, 2016

Present: Terry Davis, Kathleen Conway, Albert Turner, Kevin Griffy, Matt Schneringer, YMCA, Becky Ehlers, Council Representative and Gary W. Nauman, Director of Parks.

Absent: Jimi Barbarotta

A motion by Kathleen Conway, seconded by Kevin Griffy to approve the February 9th Minutes as submitted. Motion carried.

Public Comments: None

Old Business: None

New Business:

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

B. Project Pele` Progress Report: Gary Nauman updated the Board on the status of Project Pele`.

C. Hail Ridge Status Report: Gary Nauman gave the Board the latest information concerning the Hail Ridge Project. He reported that currently the City will take possession of the golf course on or about July 5, 2016 and the course will close for reconfiguration. A grand opening of the new course is planned for spring 2017.

Miscellaneous: None

There being no further business, Kathleen Turner moved to adjourn. The motion was seconded by Kevin Griffy and passed.

Respectfully submitted,



Gary W. Nauman
Director of Parks

THE INDUSTRIAL AUTHORITY OF THE CITY OF BOONVILLE
MINUTES
March 17, 2016

The Directors of the Industrial Authority of the City of Boonville met at the City Council Chambers on March 17, 2016. President Wilbert Meyer called the meeting to order at 5:30 PM.

Members present were Tabitha Greis, Wendy Wooldridge, Bob Irish, Tom Halford, Wilbert Meyer, Harry Enderle, Ken Hirlinger, Chad Gaines and Lindi Overton. Also present were Jim Gann; Economic Development Director, Kate Fjell; Assistant to the City Administrator and Irl Tessendorf; City Administrator.

Minutes of the February 18, 2016 meeting were presented and approved after a motion by Harry Enderle and a second by Tom Halford.

The Treasurer's Report was presented by Harry Enderle and approved on a motion by Tom Halford and a second by Tabitha Greis.

Economic Developer's Report

Economic Development Director, Jim Gann, presented his report, reviewing his prepared handout. Highlights of his report included:

Project Tito: Boonville is still under consideration for this project, one of seven remaining communities. Jim submitted an updated proposal last Friday. A general discussion of Project Tito followed.

Project Liberty: There is interest in the Nordyne building for this project.

Project Kay: This is a new project for which the Spec. Building has been submitted. A site visit is planned.

President's Report

Wilbert asked Irl for an update on the land purchase at Charles Persinger Industrial Park. Irl said there may possibly be something ready by the next month's meeting.

Financial Review Committee

A committee of Lindi and Chad performed a review of IDA financial records and reported that they feel that the financial information presented by the Treasurer is an accurate representation of the financial condition of the IDA. Bob Irish made a motion of acceptance of the report by the IDA board and Tabitha Greis seconded. Motion carried.

Other Business

Next month we will meet on Thursday, April 28 at 5:30 rather than the regular date of April 21 due to a conflict with Jim Gann's schedule for the 21st.

There being no further business, the meeting was adjourned following approval of a motion by Harry Enderle, seconded by Bob Irish to adjourn.

Respectfully submitted,

Ken Hirlinger
Secretary

THE MUNICIPAL FACILITIES AUTHORITY OF THE CITY OF BOONVILLE
MINUTES
March 17, 2016

The Directors of the Municipal Facilities Authority of the City of Boonville met at the City Council Chambers on March 17, 2016. President Wilbert Meyer called the meeting to order at 6:40 PM.

Members present were Tabitha Greis, Wendy Wooldridge, Bob Irish, Tom Halford, Wilbert Meyer, Harry Enderle, Ken Hirlinger, Chad Gaines and Lindi Overton. Also present were Jim Gann; Economic Development Director, Kate Fjell; Assistant to the City Administrator and Irl Tessendorf; City Administrator.

Minutes of the February 18, 2016 meeting were presented. A correction was needed under "Miscellaneous." The amount of the general liability policy was in error as stated at \$1,696.00 and was corrected to \$1,596.00. The corrected minutes were approved upon a motion by Bob Irish and second by Harry Enderle.

The Treasurer's Report was presented by Harry Enderle. Harry noted that the liability policy bill has been paid. The first payment on the loan to the O'Keefe's was due March 1 and has been made. The Treasurer's Report was approved after a motion by Wendy Wooldridge and a second by Ken Hirlinger.

Revolving Loan Subcommittee Report

The subcommittee is recommending a new procedure for the revolving loans. The subcommittee asks for approval for setting up automatic ACH payments of Revolving Loan Funds, authorizing Citizen's Community Bank to draw funds from the borrower's account for deposit to the revolving loan account of the Municipal Facilities Authority. A motion to authorize this agreement was made by Harry Enderle and seconded by Bob Irish. The motion was approved.

Harry Enderle reported that the application form originally used for revolving loan requests will be modified. Jim Gann noted that he has made some minor changes in the various forms "as things have evolved."

Financial Review Committee

A committee of Lindi and Chad performed a review of MFA financial records and reported that they feel that the financial information presented by the Treasurer is an accurate representation of the financial condition of the MFA. Tabitha Greis made a motion of acceptance of the report by the IDA board and Tom Halford seconded. Motion carried.

Other Business

Kate Fjell reported that the ribbon cutting for the Katy Bridge will be on April 2 at 11:00 AM.

Next month the MFA board will meet on Thursday, April 28 following the IDA meeting due to a conflict with Jim Gann's schedule for the 21st.

There being no further business, the meeting was adjourned following approval of a motion by Bob Irish, seconded by Harry Enderle to adjourn.

Respectfully submitted,

Ken Hirlinger
Secretary

COUNCIL COMMITTEE APPOINTMENTS
2016-2017
(Appointments are for one year terms)

Airport Advisory Committee	Susan Meadows
Board of Public Works	Morris Carter
Boonville Housing Authority	Ned Beach
Cemetery Board	Mike Stock
Fire Board	Mike Stock
Historic Preservation Board	Vanessa Dorman
Industrial Development Authority	Becky Ehlers
Local Agency Funding	Morris Carter
Municipal Facilities Authority	Becky Ehlers
Parks and Recreation Board	Whitney Veneable
Planning and Zoning Commission	Whitney Veneable
Police Board	Henry Hurt
Street, Alley and Sanitation Board	Susan Meadows
Tourism Commission	Ned Beach

APPOINTMENTS EFFECTIVE MAY 1, 2016

Dr. Jim Gann

Director of Economic Development

City of Boonville, Missouri

401 Main Street

Boonville, MO 65233

660/882-4001-www.boonvillemo.org



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

Economic Development Report

April 28, 2016

1. Follow up Items

- a. Strategic Planning
 - i. Strategic Plan – Still Pending
 - ii. Request for support for SFCC Furniture

2. Missouri Partnership Sourced Attraction Activities

- a. **Project Tito** (Nordyne Plant)
 - i. Exchange of information continues – Most recent contact 4/19 – Still evaluating options
 - ii. Issue with state response
- b. **Project Liberty** (Nordyne Plant)
 - i. No updates
- c. **Project Kay** (Spec Building)
 - i. Site visit conducted on 3/24. Very positive visit, have had follow-up exchange of information also proposing Bakery facilities.
 - ii. Site selection feedback (**Handout**)
 - iii. Likely follow-up site visit
- d. **Project Spigot** (Bakery) – DEAD (**Handout**)
- e. **Project Bavarian Barn** (Spec Building) Update (**Handout**)
- f. **Project Max** (Indeeco Building) Update (**Handout**)
- g. **Project Toto** (Handout) No response
- h. Missouri Partnership Inquiry
 - i. Foundry (**Handout**)
- i. Commercial Property Changes:
 - i. Mid America Industrial Center – Lowered asking price, now represented by Mel Zelenak. (**Handout**)
 - ii. Spec Building – Status of relationship between SilverTree and MFA miscanthus project.

3. Locally-Sourced Attraction Activities

- a. **Project Soda** (Indeeco Building) – Product Manufacturing
 - i. Economic Development Proposal has been issued (Handout)
 - ii. Status of project
 - iii. Discussion of justification for request
 - 1. Expansion of successful, growing local company
 - 2. Wages are average but benefits are generous
 - 3. Building location should accentuate growth trend
 - 4. Building should positively affect company profits
 - 5. Effectively establishes “world headquarters”
 - 6. Manufacturing jobs are in the “wheelhouse” of Nordyne workers
 - 7. Interest is in building that is “unattractive” to national market
 - 8. No other incentives are contemplated
 - 9. \$2-3 Million in capital investment
 - iv. Discussion of next steps

- b. **Project Corn** (Port Facility) – Alternative energy manufacturing
 - i. Working on a date to visit with representatives of port authority
 - c. **Project Bed** (Green Field or Kemper Campus) – Quasi-governmental service provider – green fields project
 - i. Met with 2 different property owners regarding potential site location
 - d. **Project Sapphire** (Indeeco Building) – Manufacturer - Supplier to Project Egg
 - i. No Activity
 - e. **Project Teach** – Not “Official” yet
 - i. Assisted company with local utility issue, announcement is imminent
 - f. **Project Fig** – Data Center
 - i. No activity
 - g. **Project Pen** (Green Field) – Materials Processing
 - i. No activity – company indicated next contact would be late fall / early winter
 - h. Locally generated inquiries:
 - i. Follow-up on Ned Beach inquiry
- 4. **Expansion/Retention Activities**
 - a. No Activity
- 5. **Economic Gardening Activities**
 - a. Counseled 4 new, 1 existing entrepreneur this month
 - b. Heartland Farm Energy
 - i. Wilbert for update
 - ii. Project involving Correctional Center land acquisition
 - iii. Positive movement with Cargill
 - c. A concept has emerged for the former Artex Building
 - i. No activity this month but:
 - ii. Received preliminary estimates
 - iii. Discussion of USDA grants/loans as applicable
- 6. **Community Engagement Initiatives**
 - a. Commission of GIS report to support the Port’s consultant Jim Upchurch (**Handout**)
 - b. Port enhancement bill (**Handout**)
- 7. **Workforce Development**
 - a. Certified Work Ready Community Designation
 - i. Improvement from 17% when I started – Now 95%
 - ii. Met with Evan Melkersman, who pledged assistance and support; still need:
 - 1. 9 Transitioning workers
 - 2. 2 “medium sized” businesses
 - b. TechHire Grant
 - i. SFCC, MACC, Columbia and Boonville submitted a joint application

8. Kemper Campus

- a. SFCC is heavily advertising the offerings of its upcoming expansion

9. Other Matters

- a. Discussions with Ameren:
 - i. Vehicle charging station
 - ii. Ballfield lighting - \$5,000 received
 - iii. SFCC furniture
 - iv. Pole access
- b. Update on COMO Connect Fiber to the Home project
 - i. Communication with Osage Trail HOA (Tom)
- c. 5 trends influencing site selection (**Handout**)

10. Upcoming Activities

- a. Mid Missouri Entrepreneurial Ecosystem – 4/29
- b. CORE – 5/19

MEMORANDUM

TO: Irl Tessendorf, City Administrator
FROM: Gary W. Nauman, Director of Parks *Ray*
DATE: April 29, 2016
SUBJECT: April Activity Report

Baseball season officially started April 16th with the first Cal Ripken pre-season jamboree. Their Midget and Minor divisions play the 16th and the Major division had their pre-season jamboree April 23rd. Cal Ripken starts their regular season play on May 7th. Babe Ruth rookie League starts season play on May 21st and Jr. Babe season opener is May 22nd. Sr. Babe Ruth's season opener has not been set yet and depends on High School baseball. The Babe Ruth Softball was set to have their 16U season opener at Rolling Hills Park On April 26th but got rained out. The Babe Ruth Softball league has bid on hosting the 10U and 14U Midwest Plains Regional tournament in July. They are confident that they will get the tournaments.

Mark Waibel has finished installation of windows in the front of the pressbox on Twillman Field. This was a budgeted item. This will seal the pressbox and make it weather proof. When we rebuilt the pressbox approximately 10 years ago, we did not worry about windows but now with all the electronics that are used for score keeping we needed to button up the pressbox.

The new pole pads for the Little League field have been delivered. I don't have an estimated delivery date yet on the new windscreen. The pole pads have been installed. The pole pads will replace pads that have been in use since 2008. The old windscreen was even older and in really bad shape.

The portable pitcher's mound that we purchased several years ago began to show wear last year in front of the pitchers rubber. Mark brought the mound to the shop and cut out the bad section and I had Vaughn Sells looking for some type of outdoor carpet to use as a replacement. One day while talking to Chris Shikles about the new artificial turf that was placed on the BHS baseball field, I ask him if the contractor would have any scrap. I was able to persuade the contractor to give me a 4 ft X 4 ft piece of scrap. Mark has cut a section and glued it to the mound.

The new one ton cab and chassis has been ordered. Once I get a better handle on an estimated delivery, I will order the bed. I also have a new snow plow budgeted, but will wait until fall to purchase the plow. We have taken delivery on the new Director's car.

I have finished hiring most seasonal staff. I have hired two seasonal equipment operators to run mowers and ran ads for a seasonal gardener and ball crew. The ads ran in the BDN for two weeks and did not generate many applicants. Joyce Curry has returned as a seasonal gardener, but Amanda Hampton is not returning and I need to replace her. Mark has two returning on his crew this season. His full time seasonal employee is on the job and doing well. I am in the process of interviewing applicants for the other positions.

Aquatic Center staff hiring is completed and we are beginning the training process. All the new Lifeguards are enrolled in one of three classes we will be offering and hopefully they all pass. We do have a couple alternates hired just in case. As it stands right now, all Aquatic Center staff will report to work on May 23rd for orientation and training.

Paul Linhart and Pat Ziegelbein will start work on cleaning the pool and getting it up and running the first week of May. This will take approximately three weeks to complete. I have Patrick Ziegelbein and Kerry Shipman scheduled to take Certified Pool Operator training course in Jefferson City on May 18-19. Their certification will be good for 5 years. That will give us five staff members who will be certified.

Project Pele` is proceeding. The Project Pele` Committee met on April 11th and discussed site plans and the Inter-Governmental Agency Agreement between the City and Boonville R-1 School District. We discussed locations of the proposed soccer fields and changes that may be made due to a possible addition of 4.5 acres. Dr. Mark Ficken brought up a suggestion on how to reconfigure two of the fields to add additional baseball/softball fields. This could be done for an additional \$15,000.00 and give us some much needed practice space for Cal Ripken and girls softball. I presented the Committee with a draft Inter-Governmental Agency Agreement that Charissa Mayes wrote. The draft has a lot of gaps that we will work on filling during the next few months. We have to work out a division of work between the school staff and City staff among others. On April 19th Mark attended a training session at the new BHS baseball field with the school staff put on by the turf

installer. While the turf field will allow more play in different weather conditions, it is also going to be a little more labor intensive than first thought.

On April 9th, the Boonville Police Dept sponsored a Family Fun Day at Rolling Hills Park to benefit the new Animal Shelter. At approximately 9:00 a.m., I received a call from PD advising there was a major water leak at Rolling Hills. When I made contact with Russell Gerling of the Public Works Dept, the main line feeding the ballfield and concession/restroom building had developed a significant leak. We had to shut down the restrooms and do an emergency repair on the water line. Four hours later, we were able to turn the water back on.

My crew finished the installation of conduit and pole sleeves on Morgan St., April 26th. The Street Dept is following and repairing street cuts and Ameren Missouri is setting poles and pulling wire. The new lights at the Depot and 100 block of Morgan are on. Depending on the weather, Ameren may have all the lights on by this weekend.



4/20/16

City Council,

Although related activities are still continuing, I'm officially closing out the Sixth Annual Pick-Up Boonville records and will now present the summary of our efforts.

I'm excited to report we set a new participation record this year, 320 people! With three teams over 30 strong, five new teams, and the largest youth contingency to date, we swarmed our streets. Three youth groups joined our efforts for the first time this year – a second Girl Scouts Troop, the LSE Boonville Bombers Baseball group, and a couple 4-Hers. With the goals of increasing awareness and securing youth agility to tackle our challenging banks, I heavily recruited high school student bodies this year and it paid off. The Boonville High School team of 32 people, picked up along the challenging 2 mile stretch of Sportsman Rd. capturing 24 bags of litter, 10 bags of recyclables and 3 tires. Our total capture for the event included 277 bags of litter, 86 bags of recyclables and 20 tires; 696.5 volunteer hours working together for our common good.

I'm so proud of what we have accomplished as a community. Attached please take the time to review the teams and leaders who are making this happen, along with a summary of our captures each year. As you will notice, many teams have participated multiple years. Our strength is in our diversity, people from all walks of life joining efforts for the betterment of our community and Earth.

Thank you so much for the City of Boonville's support in this citizen-initiated project. Kate Fjell, Katie Gibson, Gary Nauman and ML Cauthon have been invaluable. Your contributions to our celebration, funds for needed supplies and lunch, and City trucks out on the street gathering up the litter and recyclables after the event have all been extremely helpful.

Joan Read 882-8877
pickup.boonville@gmail.com

	A	B	C	D	E	F	G	H
1	Pick-Up Boonville Teams	Year's Participated						
2	Team Name	Leader-most recent year	2011	2012	2013	2014	2015	2016
3	4-H Team	Jamie Leeling						x
4	Amanda Hatfield Team	Amanda Hatfield				x		
5	BHS Student Team	Rosalie Searfoss		x	x	x	x	x
6	Boonslick Coalition for Sustainable	Jennifer Davis		x	x	x		
7	Boonslick People First	Donald Bittle			x			
8	Boonville Alternative School	Jayne Asbury - Adopt a Spot						
9	Boonville Bombers Baseball	Sarah Marriott						x
10	Breathe Easy Boonville	Kim Weimholt			x	x	x	x
11	Caterpillar	Julie Bedell		x	x	x		
12	CCBC	Tawny Brown		x			x	x
13	City of Boonville	Barb Knell/Julie/Russell		x		x	x	
14	Cub Scouts Troop 70	Ray Wright - Adopt a Spot	x	x	x	x	x	x
15	De-Litter Team	Evan Melkersman			x	x	x	x
16	Diana Thomas & Holly Brady	Diana Thomas						x
17	Diane Sobelman	Diane Sobelman			x	x	x	x
18	First Baptist Church Team	Mary Harmon/Jane/Chris				x	x	x
19	First State Comm. Bank	Myrna Brown		x				
20	Friends of Historic Boonville	Melissa Strawn			x	x	x	
21	Friends of the Library	Jane Lago					x	x
22	Girl Scouts Troop 70229	Cami Drew				x		x
23	Girl Scouts Troop 71051	KC Green						x
24	Green Family	KC Green					x	
25	Hartmann Village	Catherine Meisenheimer		x	x	x	x	x
26	Haun	Al & Donna	x	x	x			
27	Immanuel Lutheran Ch	Josh Cromley - Adopt a Spot		x				
28	Isle of Capri	Anecito Sancho Alvizo	x	x	x	x	x	x
29	Jeannie Sanchez & Friend	Jeanne Sanchez				x		
30	Jermaine Lewis Team	Jermaine Lewis				x		
31	Kelleys - Mike & Kathy	Kelley - Mike & Kathy		x	x			
32	King - John & Donna	Kings - John & Donna	x	x	x	x	x	x
33	Maureen Gray	Maureen Gray	x	x		x		

	A	B	C	D	E	F	G	H
34	Pick-Up Boonville Teams	Year's Participated						
35	Team Name	Leader-most recent year	2011	2012	2013	2014	2015	2016
36	McClary-Bert & Beth	McClary - Bert & Beth	x		x	x	x	x
37	Missouri River Relief	Jen Davis				x	x	
38	NFHS Student Council	Adam Quest - Adopt a Spot						
39	Noah Heaton	Noah Heaton	x	x				
40	Nordyne	Lorna Alexander		x	x	x		
41	Oswald, Penny		x					
42	Pat Holmes Team	Pat Holmes	x	x	x	x	x	x
43	Peter & Paul School Group	Anecito Sancho Alvizo		x	x			x
44	Probation & Parole	Pattie Snapp		x	x	x	x	x
45	Rex Myers Team	Rex Myers, Wanda, Steve		x	x	x	x	x
46	River Rats	Lesley Oswald		x	x	x	x	x
47	Riverside Christian Church	Chris Wakefield					x	x
48	Rodmans - Pete & Jane	Pete Rodman					x	x
49	Runnebaums	Greg, Linda & Sons	x					
50	Sam Meyers	Sam Meyers	x	x	x	x	x	x
51	Sarah Cleveland & Mark	Sarah Cleveland			x	x	x	x
52	Sister's Supported Living	Amber Conz					x	x
53	State Fair Community College	Jill Oser/Mary Pat Abele					x	x
54	St. Johns UCC Youth Group	Nancy Meyer		x	x	x	x	x
55	Theresea's Open Arms	Theresea Wiggins					x	
56	Union Pacific Railroad	Corey Johnson				x	x	
57	UO - Harmony Hs	Bobby Jo Smith		x				
58	UO - Life Skills	Rhea Helmreich		x	x	x	x	
59	UO - Pioneer Hs, High St.	Danny Meyer		x				
60	UO - Shepherd & Sycamore	Alice Klein		x	x		x	
61	UO - Weyland Hs	Melissa Felger						
62	Wal-Mart	Kristin Grimsley		x	x			x
63	Woodard Family	Woodard Family				x		
64	YMCA - Togetherhood	Andrea Kleinsorge/Vanessa Dorman		x	x	x	x	x
65			2011	2012	2013	2014	2015	2016

Pick-Up Boonville	# people	Teams	Vol hrs	bags litter	bags recyc	Tires	% Recycle
Results							
2011	57		137	64	28		
2012	317	42	702.5	286	110	37	
2013	188	31	444	152	65	9	70%
2014	244	34	591	204	132	66	59%
2015	216	31	466.5	274	60.75	22	
2016	320	30	696.5	276.5	86	20	
2017							
Totals	1342		3037.5	1256.5	481.75	154	

2016 Historic Property Recognition Awards

The Boonville Historic Preservation Advisory Commission would like to recognize the dedication of those individuals who maintain, restore, and rehabilitate historic properties that preserve Boonville's historic and cultural history, build our community, and encourage business development. A few general guidelines for all categories:

1. Anyone can submit a nomination and you can nominate your own property
2. Properties must be at least 50 years old
3. Properties must be inside the city limits

Below are the following categories and descriptions:

1. **Residential Rehabilitation/ Renovation:** For residential property owners who improved their exterior, and saved or preserved unique architectural features. This category includes both multi-family and single family properties. Work should have been started/completed in the past year.
2. **Commercial Rehabilitation/ Renovation:** For commercial property owners, who improved an exterior commercial space, saved or preserved unique architectural features, or brought a derelict commercial building into productive use for the community. Work should have been started/completed in the past year.
3. **Work in Progress:** This award goes to an individual who has a residential or commercial project started in 2015 but is not yet completed. The work thus far has brought out the unique features of the building or resurrected a building that has believed to be beyond salvageable. For these nominations, highlight the work that has been completed and future plans (if known).
4. **Notable Properties:** Properties will be recognized for contributing to our community's historical character. This can be residential, commercial, government, or community. The property can be endangered, derelict, recently restored, or well maintained and can be modest or grand. Additionally, if a property has been lost, but is significant to Boonville's history the Commission will also take those nominations this year.

All nominations are due by **Friday, May 6**. They can be submitted by email, to kate.fjell@boonville-mo.org, mailed or dropped off to City Hall, c/o Kate Fjell, 401 Main Street, Boonville, MO 65233. Winners will be recognized at a reception at the River, Rails and Trails Museum in June.

Name of Nominee: _____

Address of Nominee:

Phone Number:

Category (circle one):

Residential

Commercial

Work in Progress

Notable Property

Why should the property receive recognition? (Attach additional sheets if needed)

Name of Nominator (Optional) _____

2016 Tourism Awards

The Boonville Tourism Commission would like to recognize the dedication to those who promote tourism in Boonville and Cooper County.

Below are the categories and descriptions:

1. **Hall of Fame** is presented to an individual, group or business who has demonstrated a long-term commitment to tourism. The nominee's work should have left a lasting impression on the local tourism industry.
2. **Special Event** Award is presented to a festival, fair or other special celebration. Nominees can be a new or an established event that promotes tourism activity in Cooper County.
3. **Hospitality** Award is presented to the individual or business who has demonstrated a willingness and ability to go "beyond the call of duty" in service to Cooper County visitors.
4. **Ambassador** Award is presented to an individual, group or business whose long term contribution have positively addrected tourism in Boonville and Cooper County.

All nominations are due by Friday, May 6th. They can be submitted by email, to kate.fjell@boonville-mo.org, Katie.gibson@boonville-mo.org or mailed to City Hall, 401 Main Street, Boonville, MO 65233. Winners will be recognized at a reception in June in the newly renovated Gingrich Warehouse.

Name of Nominee_____

Address of Nominee_____

Phone # of Nominee_____

Category (Please check one)

Hall of Fame ☐ Special Event ☐ Ambassador ☐ Hospitality ☐

Why should this business, organization or individual receive this recognition? (Attach additional sheets if needed.)