AMENDED

CITY OF BOONVILLE
DANGEROUS BUILDING HEARING
AGENDA
November 21, 2016
6:30 p.m.

Evidentiary Hearing for Dangerous Building at 913 E. Morgan Street

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CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
November 21, 2016
7:00 p.m.
City Council Chambers
525 E. Spring Street
Boonville, Missouri

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

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the November 7, 2016 Council Meeting

V. Consent Items

a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) First Reading of Bill No. 2016-033 Approving Lease and Operating Agreement with Black Flock, LLC, for management of Hail Ridge Golf Course

VIII. New Business

A) Accept Mayor Thacher's recommendation of Steve Young for Ward 1 Councilman (Swearing In Following Vote)
B) First Reading of Bill No. 2016-034 Amending Certain Sections in Chapter 2 and 18 Relating to the Police Affairs Advisory Committee and Police Department Personnel

IX. Reports of Standing Committees

A) Housing Authority – November 9, 2016 (Ned Beach)
B) Planning and Zoning Commission – November 3, 2016
C) Parks and Recreation Board – November 15, 2016

X. Reports of City Officials

City Administrator

Mayor

City Counselor

City Clerk

Building Inspector

- October 2016 Report

XI. Miscellaneous

XII. Adjourn

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

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting
Minutes
November 7, 2016

The Boonville City Council met in Regular Session on November 7, 2016 at 7:00 p.m. in the Council Chambers. The following officers were present: Becky Ehlers, Mayor Pro Tem; Irl Tessendorf, City Administrator; Charissa Mayes, City Counselor; and Teresa Studley, City Clerk. Mayor Julie Thacher was absent.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order and Ms. Susan Meadows led the prayer after the pledge of allegiance.

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE OCTOBER 17, 2016 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

The following Consent Item was presented for approval:

a. Consider Pay Request No. 3 from Stockman Construction Corp. in the amount of $166,141.93 for Concrete Street Repairs 2016
b. Consider Pay Request No. 2 from Vance Brothers Inc. in the amount of $58,278.86 for Asphalt Pavement Seals 2016
c. Consider Change Order No. 1 from Vance Brothers Inc. in the amount of <$5,000.00> CREDIT for Asphalt Pavement Seals 2016
d. Consider Pay Request No. 3 from J. Louis Crum Corporation in the amount of $60,183.00 for Water Treatment Plant Ultraviolet Disinfection

Mr. Carter moved and Ms. Meadows seconded the motion to approve the Consent Items. Ayes: Meadows, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Venable. Total (1). Motion Carried.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved and Mr. Beach seconded the motion for approval. Ayes: Meadows, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Venable. Total (1). Motion Carried.

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2016-030 AMENDING CODE OF GENERAL ORDINANCES TO CHANGE THE REORGANIZATION OF THE CEMETERY BOARD

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

SECOND READING OF BILL NO. 2016-031 ACCEPTING AND APPROVING AN AGREEMENT WITH MECO ENGINEERING COMPANY, INCORPORATED FOR ENGINEERING SERVICES

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

NEW BUSINESS

CONSIDER RESOLUTION R2016-12 AUTHORIZING AN AGREEMENT WITH TRI-SMITH CONSTRUCTION, LLC. FOR DEMOLITION AND CLEARING OF RUNWAYS AT JESSE VIERTEL MEMORIAL AIRPORT

Ms. Studley read the resolution in its entirety. Mr. Carter moved and Mr. Beach seconded the motion for approval. Mr. Tessendorf briefly summarized the details of the project to the Council. Mr. Beach confirmed with Mr. Tessendorf that this project is funded with a grant. Roll call was taken on Mr. Carter's Motion. Ayes: Meadows, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Venable. Total (1). Motion Carried.

CONSIDER RESOLUTION R2016-13 AUTHORIZING AN AGREEMENT WITH H.W. LOCHNER FOR CONSULTANT SERVICES FOR DEMOLITION AND CLEARING OF RUNWAYS AT JESSE VIERTEL MEMORIAL AIRPORT

Ms. Studley read the resolution in its entirety. Mr. Carter moved and Ms. Dorman seconded the motion for approval. With no questions, roll call was taken on Mr. Carter's Motion. Ayes: Meadows, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Venable. Total (1). Motion Carried.

FIRST AND SECOND READING OF BILL NO 2016-032 AUTHORIZING SALE AND DELIVERY OF CERTIFICATES OF PARTICIPATION SERIES 2016 FOR CAPITAL IMPROVEMENT PROJECTS

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved and Ms. Meadows seconded the motion for approval. With no questions, roll call was taken on Mr. Carter's motion. Ayes: Meadows, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Venable. Total (1). Motion Carried.

REPORTS OF STANDING COMMITTEES

HOUSING AUTHORITY – OCTOBER 12, 2016

Mr. Beach reported that it was a good meeting and the minutes are included in the council packet.

INDUSTRIAL DEVELOPMENT AUTHORITY – SEPTEMBER 15, 2016

Ms. Ehlers advised that she would defer this to Dr. Gann to report on during the Reports of City Officials.

STREET, ALLEY, AND SANITATION BOARD – OCTOBER 26, 2016

Ms. Meadows reported that the meeting was cancelled due to lack of agenda items.

BOARD OF PUBLIC WORKS – OCTOBER 27, 2016

Mr. Carter reported that the meeting was cancelled due to lack of a quorum.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Mr. Tessendorf directed the Council to the memo from Ms. Kate Fjell on page 38 of their Council Packets in reference to City owned residential lots. Mr. Tessendorf

reported that as decided at the last City Council meeting, the City listed the lot at 724 Fourth Street with a realtor. After the lot was listed, Ms. Fjell and Mr. Hage came up with this scenario for City owned lots. Mr. Tessendorf explained that the City might consider selling the lots to individuals that are interested in redeveloping the lot to continue housing development in neighborhoods. Mr. Tessendorf stated that he believed that it was a decent idea. Mr. Tessendorf briefed the Council on the different aspects of the program. There was brief council discussion. Mr. Beach moved and Mr. Stock seconded the motion to move forward with the suggested program of selling the lots at a nominal fee, with the seller agreeing to complete the housing project in one year, and with the remaining aspects of the program to continue housing development in neighborhoods. Roll call was taken on Mr. Beach's motion. Ayes: Meadows, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Venable. Total (1). Motion Carried.

Mr. Tessendorf reported that he received a resignation letter from Ward 1 Councilman Whitney Venable. Mr. Tessendorf apologized for the letter being omitted from the packet. Mr. Tessendorf read the letter to the Council. Mr. Carter moved and Ms. Dorman seconded the motion for approve the resignation of Ward 1 Councilman Whitney Venable. Roll call was taken on Mr. Carter's Motion. Ayes: Meadows, Beach, Hurt, Carter, Ehlers, Dorman, and Stock. Total (7). Opposed: None. Total (0). Absent: Venable. Total (1). Motion Carried.

Mr. Tessendorf stated that he and the City Staff have been working on the implementation of several City projects. There have been updated plans for these projects along with financial updates that he feels the City Council need to be aware of. Mr. Tessendorf requested that the City Council have a special work session on November 28 at 6:00 p.m. Mr. Tessendorf stated that if any Council members wanted to discuss this in detail, that he is available for that prior to the meeting. There will be no decisions that need to be made at the meeting.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

ECONOMIC DEVELOPMENT

Dr. Jim Gann reviewed his October 20, 2016 report with the Council with particular note to several items.

2b) Project Tito –The projects continues to have more questions and answers for the economic developer. This process has been ongoing. Dr. Gann advised that he does not

know of when any decision might be made for this project whether the City of Boonville is still in the next round.

2d) Project Kay – This is a project involving a Korean Company and they are scheduling their third visit to Boonville. This project involves the Spec Building across from Caterpillar and the Bakery. He believes that there are several sites being visited for this project. The City of Boonville has not made the short list yet. The discussions continue.

Dr. Gann advised that he and the IDA have been working on several projects.

7) Workforce Development – Dr. Gann advised that the City of Boonville is currently at 99% completion for being a Certified Work Ready Community Designation. There is one more person needed to take a test. When the City completes this, it would warrant a visit from the Governor of Missouri.

9a) Strategic Planning – Dr. Gann advised that this project is all but done. This project should go to the IDA for their approval at the next meeting.

CITY CLERK

No report was offered.

MISCELLANEOUS

Mayor Protem Ehlers reminded everyone to get out and vote on Election Day, November 8. Mayor Protem Ehlers advised that it is expected to be a big turnout for the elections.

Mr. Hurt questioned Mr. Cauthon of the period that the old power poles will be removed from 11th Street, since they have been replaced by new ones. Mr. Cauthon responded that Ameren UE cannot remove the old poles due to the remaining utilities not moving their lines from the old poles to the new poles. Mr. Cauthon stated that the remaining utilities are not as responsive to moving their lines and because of this; it is very possible that the lines will never be moved to the new poles. Mr. Hurt advised that there were wires hanging down and was hoping to get them removed. Mr. Cauthon advised that he has had to do this in the past; therefore, he will cut the hanging wire and then tie it off.

Mr. Hurt inquired of the status on the lighting and fencing at the Cancer Park. Mr. Tessendorf reported that the lights on the taller poles have been eliminated and step level lighting will be used instead. Mr. Tessendorf reported that the fencing at the park has been discontinued as an idea.

ADJOURN

With no further discussion, Mr. Beach moved and Mr. Stock seconded the motion to adjourn at 7:34 p.m. and the voice vote was unanimous.

Respectfully Submitted,

_____
Teresa Studley, City Clerk

Approved:

_____
Julie Thacher, Mayor

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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 November 21, 2016 the sum of **$1,735,342.16**

General Fund	$192,047.23
Sanitation	$29,386.85
CIP Tax	$3,735.70
Water Works	$30,906.01
Capital Projects	$28.00
Waste Water	$35,599.23
Tourism	$7,939.17
Gaming	$12,225.23
Parks/Water	$1,423,474.74

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to $1,735,342.16 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 November 21, 2016 read for the second time this 21ST day of November, 2016 since a copy was mac available prior to the meeting.

Approved November 21, 2016 _____
Mayor

Endorsed November 21, 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

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BILL NO. 2016-033 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE COMMERCIAL LEASE AND OPERATING AGREEMENT WITH BLACK FLOCK, LLC, FOR MANAGEMENT OF THE HAIL RIDGE GOLF COURSE

WHEREAS, The City of Boonville purchased the Hail Ridge Golf Course on November 8, 2016; and

WHEREAS, The City has solicited proposals and been presented a variety of options for the professional management of the Hail Ridge Golf Course; and

WHEREAS, City staff and members of the Hail Ridge Golf Committee have evaluated the options, under the supervision and guidance of the Mayor and Council members, and have presented an offer to Josh Black (d/b/a Black Flock, LLC) for the management of the golf course; and

WHEREAS, The City and Black Flock, LLC, each having been represented by counsel, have negotiated a set of mutual promises for the operation of the golf course that are deemed to offer the best opportunity for a successful and attractive entertainment venue and community resource to the golf community and the citizens of the City of Boonville and surrounding areas; and

WHEREAS, The Council and Black Flock, LLC have come to terms and wish to proceed with a contract for management of the golf course for a term of years.

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

SECTION 1: That the **Commercial Lease and Operating Agreement** with Black Flock, LLC, for the professional maintenance and management of the Hail Ridge Golf Course is hereby approved by the City Council of Boonville, as its terms and conditions are fully described in the document attached hereto and marked as **Exhibit A. Exhibit A** is incorporated herein by reference as if set forth fully in this ordinance.

SECTION 2: The Mayor is hereby authorized to execute this Agreement on behalf of the City of Boonville.

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

FIRST READING: November 21, 2016

READ FOR THE SECOND TIME AND PASSED ON THIS 5th DAY OF DECEMBER, 2016, AFTER A COPY OF THIS ORDINANCE AND CONTRACT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE SECOND READING.

_____
PRESIDENT OF THE COUNCIL

APPROVED THIS 5th DAY OF DECEMBER, 2016

_____
JULIE THACHER, MAYOR

ATTEST:

_____
TERESA STUDLEY, CITY CLERK

COMMERCIAL LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (hereinafter referred to as "the Agreement"), is made and entered into this _____ day of December, 2016, by and between the City of Boonville (hereinafter referred to as the "City"), a municipal corporation of the State of Missouri, and [Josh Black d/b/a] Black Flock, LLC (hereinafter referred to as the "Operator") for the lease and management of the public, 18-hole golf course, owned by the City.

RECITALS

WHEREAS, the Operator desires to have the exclusive right to occupy and take over the maintenance of the City's property (commonly known as the Hail Ridge Golf Course) under a long-term lease from the City in order to operate the course as a commercial enterprise in exchange for investing time, energy, equipment, materials, experience and expertise in the course to make it a premier asset to the City of Boonville and surrounding area; and

WHEREAS, the City desires to enter an operating agreement with a professional golf management company so that the newly purchased 18-hole golf course at Hail Ridge can continue to operate for the benefit and enjoyment of the public, while offering a potential business opportunity for the Operator, which both parties anticipate will require an initial investment of resources in near-term rehabilitation of its image, reputation, and physical plant; and

WHEREAS, the parties have been engaged in a process of discovery about each other and about the golf course and have negotiated the following terms that Operator and the City each find to be acceptable and mutually advantageous in the short term and which allow, if mutually agreeable, for renewal and continuation over a period of years; and

WHEREAS, the City purchased the course on an as-is basis in November of 2016, with little time to prepare it for winter or the upcoming 2017 season, and acknowledges that certain initial investments will be required for maintenance and improvement of the physical plant over the 2016-17 winter closure and to prepare it for the anticipated public opening in 2017 under Operator's management; and

WHEREAS, neither City nor Operator is desirous of pursuing agreement with any other agency or firm for the mutual agreements herein provided over a term of less than ten (10) years, but each acknowledges that there must be adequate communication and singleness of vision and purpose to keep the contemplated relationship mutually advantageous over the long term and wish to establish a process for ensuring a successful collaboration at the outset.

NOW THEREFORE, in consideration of the covenants and agreements of the parties herein contained, the City and Operator agree as follows:

1) Description of Premises. Operator agrees to lease certain real estate and buildings consisting of approximately 162 acres, commonly known as the Hail Ridge Golf Course (hereinafter "the

golf course"), which is inclusive of the main maintenance building, located along Highway 87; the pro shop with executive office, located in the residential structure at Highway 87 and Pearre Lane; two (2) cart garages; and an adjacent bi-level, gravel parking lot.

2) Initial Term and Renewal.

a) Initial Term. This Agreement shall be for a term of forty-nine (49) months, commencing on or about the 5th day of December, 2016, and expiring on the 31st day of December, 2020 (the "Initial Term"), unless extended or terminated as agreed to in writing by the parties.

b) Renewal. The parties, by and through their designated representatives, shall meet at least biannually (twice per year) with the City's golf committee, at such times to be called by the Mayor, in order for Operator to report on operations of the golf course and on any needs or concerns the Operator proposes to be addressed by the City. The City shall also to express any needs or concerns about the golf course operations to the Operator. The golf committee shall serve as a reviewing and deliberative body, and its members shall bring compliments and concerns to the parties, and shall work with the parties to develop goals and deadlines for improvements deemed essential for success of the golf course on a local and regional level.

i. Operator shall annually provide a brief report on the operation of the golf course to the City Council in the month of December or as soon thereafter as practical.

ii. No later than December 31, 2020, the Council shall vote on the approval of the renewal of this Agreement for an additional period of no less than one (1) calendar year. In its discretion, the Council may vote to extend this agreement for up to three (3) years at a time.

3) Rent.

a) Fixed Rent. Operator hereby agrees to pay One Dollar ($1) per year to the City for fixed rent, so long as this Agreement remains in effect.

b) Variable Rent. In addition to fixed rent, Operator shall pay, on or before December 31 of each year of this Agreement, a separate sum for variable rent. Years 1 & 2 shall be 2017 and 2018, and no variable rent shall be owed for those years. Thereafter, beginning with the period of the lease for which rent is due and payable on December 31, 2019 (Year 3), variable rent shall be calculated as follows:

(i) Year 3: the greater of 0.5% of Operator's gross revenue or two thousand five hundred dollars ($2,500)

(ii) Years 4 & 5: the greater of 1% of Operator's gross revenue per year or four thousand dollars ($4,000) per year, whichever sum is greater for that

year

(iii) Year 6: the greater of 1.5% of Operator's gross revenue or five thousand dollars ($5,000)

(iv) Years 7 – 10: the greater of 2% of Operator's gross revenue per year or seven thousand five hundred dollars ($7,500) per year, whichever sum is greater for that year.

(v) In the event that this Agreement has been terminated or is otherwise a nullity on or before December 31 of any calendar year, annual rental remains due and payable for the calendar year of termination until paid.

(vi) To the extent possible (given the City's other budget priorities) and necessary, the City will endeavor to use these rent receipts as funding for capital improvements on the golf course, in consultation with input from the Operator.

(vii) In addition to rent, and as additional contribution to capital improvement funding, Operator shall plan and hold a fundraising event in cooperation and collaboration with the City's Parks and Recreation Department and golf committee, with all proceeds earmarked, donated to, and held by the City for capital improvements on the golf course.

4) Relationship of the Parties. It is hereby understood and agreed that Operator is an independent contractor and not an agent or employee of the City. Therefore, no liability for the acts or omissions of the Operator shall attach to the City by reason of entering this Agreement, except as may be expressly provided herein. Nothing in this Agreement does or shall be construed to create a partnership or joint venture between the City and the Operator. Additionally, the Operator may hire employees to work at the golf course for any purpose, but Operator shall be solely responsible for the hiring and supervision of such employees and shall bear full responsibility for hiring, firing, disciplining, promoting, training, scheduling and compensating them. No right to any hearing or appeal to the City will be available respecting Operator's personnel decisions. Operator shall manage its own payroll, legal deductions and withholding obligations, and shall pay Worker's Compensation premiums for each individual on Operator's payroll. At the sole discretion of the Operator, a single, non-transferable golf season pass may be given to each employee annually as part of his/her compensation package.

5) Operator's Duties to the City. Operator is solely responsible for the following duties:

a) Supervision and professional operation of the City's golf course in a clean, efficient, attractive, welcoming, and inviting manner so that it is generally regarded in the community as a good place to play golf and enjoy leisure time and recreation;

b) Employment of such course attendants and other staff in sufficient numbers to sell and collect greens and cart fees, make reservations, assist with promotions and management of tournaments, and to otherwise keep operations going continuously during the usual and customary weekday and evening golf hours and throughout weekends and holidays from the beginning to the end of the golfing season;

c) Furnishing janitorial services, solvents and solutions and supplies (including bathroom products for personal care) for the clubhouse and maintenance buildings;

d) Winterizing the course for the 2016-17 off-season. In consideration of the disrepair and apparent signs of neglect of maintenance of the greens and fairways under the previous management, the City shall make a one-time contribution of thirty thousand dollars ($30,000) to the operator during the 16-17 off-season in order to support the off-season transition of the Operator into the maintenance role and to help ensure the golf course is prepared for a successful launch of the 2017 golf season;

e) Providing a sufficient number of motorized golf carts to meet the needs of the public and to keep the carts in a clean, safe, working condition at all times the course is open for business;

f) The Operator shall post rules in the Clubhouse, which Operator shall enforce and patrons must follow, which rules shall include but not be limited to the following:

(i) Motorized cart will not be rented to any person under the age of 16.

(ii) No more than two (2) persons shall ride in any cart at once.

(iii) No personal coolers are permitted to be transported in the carts, with the exception of coolers used to carry medically necessary items.

(g) Provide all pieces of equipment necessary for the continued maintenance and improvement of the grounds of the golf course, except for specific items to be purchased on or before March 31, 2017, with a one-time contribution of fifteen thousand dollars ($15,000) by the City. This initial equipment contribution shall be invested at the discretion of the Operator, in consultation with the City's Parks and Recreation Director, in equipment that will be used by both the golf course and in the maintenance of City parks and athletic fields.

(h) Improving the agronomical condition of the greens, fairways and other vegetation and maintain them in optimal condition throughout the year;

(i) Development of a robust and vigorous marketing and promotional strategy to optimize use and enjoyment of the course and generate revenue. Any re-branding, re-naming, re-purposing or remodeling of the space in the clubhouse shall be subject to first review and express authorization by the City and performed at the expense of Operator unless otherwise agreed to in writing.

6) Obligations for Use of Premises and Consent for Expansion. For the length of the initial term and any renewal periods, the Operator is granted the exclusive privilege and responsibility to occupy the premises solely for the purposes outlined in this Agreement, starting with the commencement of the golf season of 2017. The parties agree that Operator is charged with continuous operation of the golf course, pro shop and concessions for the duration of this Agreement. However, should Operator identify any additional or ancillary uses for the premises for the expansion of business operations, which are consistent with and in furtherance of community recreation and entertainment for the benefit of the community, City would review and consent if deemed appropriate by the City Council.

7) Absence of the Operator. In the event that the Operator, in the persons of Chris or Josh Black, will be absent from the premises for more than five (5) consecutive days, Operator shall notify the City Administrator and identify a designee as the Person in Charge of the golf course operations during Operator's absence.

8) Commercial Rights and Reporting. In consideration of fulfilling the care and maintenance obligations for the course and the pro shop/clubhouse building, Operator shall have exclusive rights and privileges and duties to report, as follows:

a) Exclusive right to operate concessions for food and beverages at the pro shop and elsewhere on the course and retain receipts therefrom.

b) To teach and give golf lessons for Operator's own compensation.

c) To rent and operate golf carts and other golf equipment.

d) To sell clothing, golf equipment, accessories, balls and other golf-related items at retail.

e) Collect and retain all green fees, locker fees, promotional fees, tournament fees and rent for golf carts and other equipment. All established fees shall be collected by the Operator and a full accounting made to the City on a quarterly basis. Play without payment is prohibited, unless the Operator exercises limited discretion to discount playing fees as a professional courtesy, based on a legitimate business purpose. Complementary and discounted play shall be included in the quarterly accounting.

f) No less frequently than quarterly, Operator shall make a true, accurate and full accounting of all player and user fees collected, as well as receipts for equipment rental fees, concessions, retail sales and revenue of any other kind whatsoever collected in the operation of the golf course. Operator also acknowledges that Operator's records are subject to the Missouri Sunshine Law and shall endeavor to provide up-to-date records, upon request of the City, within 24 hours. If records responsive to such a request cannot be made available within 24 hours, Operator shall provide a reasonable timeline for production of the records within the 24-hour response window to produce them.

9) Security and Indemnification for Loss. Operator shall be solely responsible for the safe keeping of all money receipts and will indemnify and hold the City harmless from any loss, theft destruction, vandalism of any property belonging to the City on account of misappropriation, dereliction or breach of security in the day-to-day operations of the course.

10) Care and Repair of the Premises.

a) Operator will neither commit any waste of the golf course premises, nor shall it use or permit the use of said premises in violation of current law of the United States or the State of Missouri or in violation of City Ordinance.

b) If the golf course or any building(s) thereon are damaged by fire, explosion, earthquake, tornado, act of terrorism, civil unrest or other cause of damage, which is not due to the fault or negligence of Operator or its agents or employees, the City will repair any such damaged portions of the premises to a condition as near as reasonably possible to the condition prior to the destruction, so long as such repair can reasonably be made exclusively by applying insurance proceeds received for the casualty. If insurance proceeds are deemed by the City to be insufficient to repair the affected premises, City shall provide written notice to the Operator of its assessment within a reasonable time of City's determination of the same, and in such event Operator's sole recourse shall be to terminate this Agreement by written notice to the City or to repair the premises at its own or the joint expense with the City and hold the City harmless for additional contribution (besides the agreed split) therefor.

11) Alterations, Improvements and Additions to the Clubhouse. Operator may make alterations, improvements and additions to the clubhouse building at its sole cost and expense, provided that such permanent alterations, improvements or additions shall be of good workmanship and material. The City must grant written consent for any alterations before work is commenced and shall not unreasonably withhold its authorization, provided there is some legitimate business reason for Operator to make the requested changes. In consideration of the fact that City and Operator have stipulated to an urgent and immediate need for upgrades to the clubhouse interior prior to the start of the 2017 golf season, the City will contribute and pay thirty thousand dollars

($30,000) to the Operator for this purpose upon execution of this agreement in 2016, on a one-time basis.

12) Utilities. Operator shall keep the property, including each of the buildings and curtilage, in good repair and free from accumulations of trash, debris, outdoor storage or other items or conditions constituting a nuisance under City Ordinance. Operator shall pay all costs for gas, water, heat, electricity, sewer, trash disposal and any other utilities furnished to the premises.

13) Insurance and Indemnification.

a) General Liability and Business Insurance. At all times in which the Agreement remains in effect, Operator shall have and maintain general liability insurance on the premises and on the business of the golf course, including pro shop and concessions. Such insurance(s) shall be carried with companies authorized to do business in the State of Missouri and rated A or better by Best's Insurance Rating System or its equivalent. Operator shall maintain insurance on the leased premises (including clubhouse, maintenance and cart storage buildings), Operator's implements and heavy equipment, carts and accessories, merchandise, back stock, inventory offered for sale, and materials and tools used for maintenance. Operator agrees to comply with all reasonable requirements of City's insurance company and to refrain from any activities which would contravene or violate the reasonable requirements of City's insurance company, provided such requirements do not interfere with Operator's normal and customary business activity. Proof of Operator's policy or policies shall be provided by Operator to the City and shall name the City of Boonville as an additional insured.

b) Dram Shop Insurance. Operator shall also procure liquor (dram shop) liability insurance in the base amount of $500,000 per occurrence.

c) Indemnification of Operator. Except for loss, cost or damage occasioned by Operator's gross negligence, the City shall protect, indemnify, save and keep harmless the Operator and Operator's agents, servants and employees against and from all damage, suits, liability, claims, loss, cost or expense (including court costs and reasonable attorney's fees) arising out of or from any of the following:

(i) Any accident or other occurrence on the premises arising in connection with City's use of it; City's construction in, on or about the premises; or any act or omission by the City through its employees, agents, invitees, subtenants, licensees, customers, suppliers, assignees or contractors;

(ii) Any claim made by City's employees for unemployment benefits or Worker's Compensation arising from any work on the premises;

(iii) Any violation by City's agents, employees, invitees, or subtenants of any terms of this Agreement.

(d) Indemnification of the City. Except for accidents arising from the City's gross negligence, Operator shall protect, indemnify, save and keep harmless the City and its agents, servants and employees against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of or from any of the following:

(i) Any accident or other occurrence on the golf course, use of the maintenance equipment for the course, or use of the maintenance or cart storage garages arising in the conduct of Operator's business and fulfillment of its obligations under this Agreement;

(ii) Any accident or other occurrence arising out of any construction undertaken by the Operator in, on or about the buildings on the premises or any act or omission of the Operator or its employees, agents, invitees, licensees, customers, suppliers, assignees or contractors;

(iii) Any claim made by Operator's employees for unemployment benefits or Worker's Compensation;

(iv) Any violation by the Operator or Operator's agents, employees, or invitees of any terms of this Agreement.

14) Any policy or policies (if more than one is obtained) of insurance held by the Operator shall include and be endorsed to indicate that the City shall receive 30-days advanced written notice, sent by certified mail to 401 Main Street, Boonville, Missouri 65233, of any cancellation of or material change to the policy or policies of insurance. Failure of the Operator to continue the insurance coverage described in this section shall render the Operator in material breach of this Agreement.

15) Waiver of Subrogation. Neither the Operator nor the City shall assert against the other, and the Operator and the City hereby waive with respect to each other, any claims and rights of recovery for any losses, damages, liability or expense (including attorneys' fees) incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation and maintenance of the golf course, to the extent that the same are covered by the insurance required in Section 13. The City and Operator hereby grant to each other, on behalf of any insurance company providing insurance under this Agreement, a waiver of any right of subrogation when any insurer or party may acquire against the other party by

virtue of payment of any loss under any insurance policy. City and Operator shall give notice to the insurance companies providing insurance under this Agreement of the mutual waiver of subrogation in this Section at the time any loss is reported and investigated.

16) Security. The City shall have no obligation or responsibility to provide security services, equipment or monitoring for the premises or the buildings at the golf course, but the City may, in its sole discretion, provide security services or retain a security service to provide such services.

17) Successors or Assigns. The covenants and agreements contained in the within lease of premises shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns, except as otherwise expressly hereinabove provided.

18) Assignment. Operator shall not voluntarily assign or encumber its interest in this Agreement or in the premises herein described. Any assignment, encumbrance, or sublease without the City's consent shall be voidable and may be deemed a default at the option of the City. No consent to any assignment, encumbrance, or sublease shall be construed as any further waiver of the provisions of this Section.

19) No Liens or Encumbrances. Neither the Operator nor anyone acting on Operator's behalf shall file, place or cause to be filed or placed, any mechanic's lien or any other lien on the premises owned by the City. Operator shall not allow any person or firm to furnish materials, services, supplies or labor for any improvements, alterations, or repairs on the premises under any claim or right to enforce a lien therefore or to otherwise pledge security in any property belonging to the City in exchange for securing such work or services.

20) Surrender of Premises. On expiration or termination of this Agreement, if either occurs while the course is open for regular play, Operator shall have ten (10) days to vacate and surrender the golf course premises to the City, free of any trash, debris, personal property or other items kept and stored on the premises by the Operator. If expiration or termination occurs during the off season, Operator shall surrender under the same conditions within twenty (20) days. All keys, padlocks, codes, manuals, maps, locating devices, specialized tools matched to fixtures and other proprietary and security equipment and information shall be turned over to the City on demand, with reasonable rights to access for the removal of property belonging to the Operator. All real estate and improvements leased shall be surrendered in good order and condition, except for ordinary wear and tear. Any personal property left at the golf course more than ten (10) days after expiration or termination of this lease will be deemed abandoned by the Operator and may then be disposed of by the City in any manner that is expedient.

21) Insolvency of Operator. Should Operator become insolvent or make or file for a declaration of bankruptcy during any period when this Agreement is in effect, the City shall have a right to terminate this Agreement and/or accept payment from any receiver, trustee or other officer of the court having jurisdiction over the insolvency proceedings without impairing, abridging or compromising the rights of the City under this Agreement.

22) Agreement Non-transferrable. Operator agrees not to transfer, assign or subcontract any of the duties or obligations set forth in this Agreement.

23) Goodwill. Any goodwill that is engendered by or arises out of the activities governed and contemplated by the parties to this Agreement shall inure solely to the benefit of the City, and Operator hereby waives, releases and promises to forego any rights or claims to the benefits of same.

24) Licensing. Operator shall secure any licenses and permits required by the City of Boonville, Cooper County and the State of Missouri to operate and maintain the food and beverage concession, pro shop and liquor sales on the premises

25) Taxes. Operator shall obtain a Missouri sales tax identification number and collect and remit sales tax as required by Missouri law. Operator shall declare all taxable tangible personal property to the Cooper County Assessor, except that which is titled in the name of the City, and shall pay any taxes assessed and levied thereon.

26) Non-waiver and Severability. None of the terms, conditions, covenants or agreements contained in this document shall be deemed modified, waived, or abandoned by the City unless done expressly, in writing, and delivered to the Operator in a manner provided for in the Notice section below. Should any part of this Agreement be determined to be unenforceable, invalid or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

27) Non-discrimination. It is expressly understood and agreed that Operator shall not discriminate against any applicant for employment or any other person or group while carrying out the business and work described herein on the basis of said person or group's race, color, creed, religion, disability, gender, or national origin.

28) Notices. Any notice under this Agreement will be in writing, and will be sent by prepaid certified mail or by facsimile transmission or hand-delivered to the Operator at the address listed in this Section. Parties shall notify each other at once of any change of address for purposes of this provision. A notice will be deemed given on the date of first attempted delivery (if sent by certified mail) or upon completed facsimile transmission to the proper fax number or upon hand-delivery or posting in a prominent place at or near the door of the clubhouse on the leased premises.

Notice to the City:
Attention City Administrator
401 Main Street
Boonville, MO 65233
Facsimile: (660) 882-6608

Notice to the Operator:
Attention to Josh Black

_____

_____

Facsimile:_____

29) Grounds for Termination. If Operator defaults in the performance of any promise, term, condition or covenant required of the Operator and fails to cure or commence to cure such default within thirty (30) calendar days following notice from the City Administrator, and to thereafter proceed diligently with such cure, this Agreement may be terminated by the City. Such failure shall include but may not be limited to failure to maintain, market, and promote the golf course in a competent and professional manner. No notice of default condition shall be required, and immediate termination of the Agreement may be made upon the occurrence of any of the following events:

a) Failure to maintain all required forms of insurance in full force and effect;

b) Failure to obtain a business license and keep it current;

c) Significant health or safety violations reported to the City by any regulatory agency;

d) Conviction or plea of guilty or nolo contendere of the Operator or any current employee thereof to any crime involving moral turpitude.

30) Governing Law. This Commercial Lease and Operating Agreement shall be governed by the laws of the State of Missouri and any claims arising from it shall be adjudicated in the Circuit Court of Cooper County, if necessary. The parties expressly agree to state court jurisdiction over any controversies arising from it.

31) Fees and Costs. In the event either party resorts to litigation to enforce the terms of this Agreement, the party at fault shall pay the cost and expenses incident thereto, including reasonable attorneys' fees. Should settlement of any lawsuit occur without the admission of fault by either party, each shall pay its own fees and expenses.

32) Remedies Cumulative. Neither the right of termination of this Agreement nor the right to sue for damages shall be exclusive of any other remedy given under this Agreement or which now or hereafter may exist at law or in equity.

33) Entire Agreement. This Commercial Lease and Operating Agreement contains the entire agreement between the City and the Operator regarding use and operation of the premises. This Agreement may be modified only by a written amendment, expressed in writing, and signed by City and Operator. No surrender of the premises, or of the remainder of the term, will be valid unless accepted by the City in writing. This Agreement was thoroughly negotiated by the City and the Operator, each having consulted with legal counsel. and no inference will be drawn based on which party drafted the original version of it.

34) Brokers. Each party represents that it has not dealt with any brokers in connection with the negotiation or execution of this Agreement. Each party agrees to indemnify and hold the other harmless against any loss, costs, damage or liability arising out of claims for brokerage fees or commissions resulting from the conduct of the indemnifying party, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF BOONVILLE

By: _____

Julie Thacher, Mayor

ATTEST:

_____

Teresa Studley, City Clerk

BLACK FLOCK, LLC

By: _____

Josh Black, President

EXHIBIT A

[map]

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BILL NO. 2016-034 **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING THE BOONVILLE CODE OF GENERAL ORDINANCES BY AMENDING CERTAIN SECTIONS IN CHAPTERS 2 AND 18 RELATING TO THE POLICE AFFAIRS ADVISORY COMMITTEE AND POLICE DEPARTMENT PERSONNEL; PROVIDING AN EFFECTIVE DATE THEREFOR AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, There have been recent appointments to key staff in the Police Department as a result of retirement and ordinary turnover of officers, which have realigned command staff; and

WHEREAS, The police advisory committee and police chief have recommended that a permanent change to the command structure and the appointment process be codified in order to facilitate a better distribution of duties and responsibilities and ensure smoother transitions of key command staff during future times of transition; and

WHEREAS, The changes to the Code herein set forth will further identify and clarify the role of the Police affairs advisory committee as it presently exists and functions.

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

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

SECTION 2: Section 2-226 (pertaining to standing advisory committees of the City) of the Boonville Code shall be amended as follows:

Sec. 2-226. - Certain committees established.

The following advisory committees are hereby established in addition to others which may exist under city ordinance:

(1) Fire department advisory committee.

(2) Parks and recreation advisory committee.

(3) Airport advisory committee.

(4) Sanitation, streets, alleys, and sidewalks advisory committee.

(5) Animal control advisory committee.

(6) Police affairs advisory committee.

SECTION 3: Section 18-1 through Section 18-6 (pertaining to police department personnel) shall be amended as follows:

Sec. 18-1. - Established.

There is hereby established a [~~permit~~] **merit** system police department.

Sec. 18-2. - Personnel board.

(a) [~~There is hereby established a~~] **The police affairs advisory committee shall also serve and advise the police department, when necessary, in the capacity of the** police department personnel board, consisting of **the police affairs advisory committee's** five **voting** members. They shall be appointed by the mayor with advice and consent of the city council. All terms of the members of the personnel board shall be for two years.

(b) The board shall receive no compensation. The holding of office or an employment under the city, state or federal government, or other political subdivision shall not disqualify any person from being a member of the board. The members of the board shall be qualified voters of the city. Any member of the personnel board may be removed by the mayor and a majority vote of the entire council for failure or inability to attend meetings of the board or for any good cause.

Sec. 18-3. - Personnel generally.

The police department shall have a chief of police, **an assistant chief of police,** a captain, a lieutenant, plus other police officers who shall be regular police officers, and such number of police radio operators as the city council shall, by motion, determine. The police radio operators shall not be police officers. No person shall be granted full tenure as a regular police officer until he/she shall have satisfactorily completed a probationary one-year period in the grade of recruit police officer. The salary of the personnel of the police department shall be established from time to time by ordinance.

Sec. 18-4. - Examinations for personnel.

The personnel board shall prepare examinations [~~in the police department~~] and shall give examinations to all candidates for appointment or promotion and shall certify a list of eligibles to the city [~~council~~] **administrator** who shall be the appointing authority. The [~~council~~] **administrator** shall appoint or promote from the list of eligibles so certified.

Sec. 18-5. - Term of personnel.

All persons appointed to the police department shall be entitled to hold office during good behavior and efficient service.

Sec. 18-6. - Suspension, demotion or discharge of personnel.

The city [~~council~~] **administrator** shall have the authority to suspend, demote or discharge for misbehavior or inefficient service any of the personnel of the police department, and any[~~one~~] **non-probationary police department employee** so suspended, demoted or discharged shall, upon application, be granted a public hearing before the personnel board.

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

SECTION 4: That all previous ordinances setting forth or amending the provisions set forth in Section 2 and 3 above, as amended herein, which are or may be in conflict with this ordinance, are hereby repealed and replaced with the changes herein specified.

FIRST READING: November 21, 2016

READ FOR THE SECOND TIME AND PASSED ON THIS 5th DAY OF DECEMBER 2016, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

_____
President of the Council

APPROVED THIS 5th DAY OF DECEMBER, 2016

_____
Julie Thacher, Mayor

ATTEST:

_____
Teresa Studley, City Clerk

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

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON NOVEMBER 9, 2016

On the 9th of November, 2016 at 12:00 P.M. the Housing Authority Commissioners Met in the Community Room at 506 Powell Court, Boonville, MO.

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

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

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

2. **Meeting Minutes:** Consideration was given and discussion held on minutes of the October 12, 2016 regular board meeting. Motion was made by Marilyn Adkins to approve the minutes. The motion was seconded by Charles Green. The motion passed.

3. **Bills and Communications:** The UMB Bank Balance for November 9, 2016 was $48,586.65. Consideration was given and discussion held on Bills Paid in October, 2016. Bank Reconciliation Statement for September 30, 2016 along with the corresponding Operating Budget Trial Balance were discussed and reviewed.

4. **Report of the Secretary:** PIC Report for October 31, 2016 was 100%. The Project Performance Report for October 31, 2016 were also distributed and discussed, Tenant Occupancy was at 98%.

5. **Unfinished Business:**
a. Consideration was given and discussion was held on two active Capital Improvement Grant contracts. Replacement Carpeting and Replacement Storm Drain pipe on Powell Court.

6. **New Business:** Discussion was held and consideration was given on the new 2017 Flat Rents and Utility Allowance schedule to begin on January 1, 2017. Boonville Housing Authority sets their Flat Rents at 80% of Fair Market Rents for Cooper County Missouri as required by HUD.

7. **Miscellaneous:** Discussion was held and consideration was given on the Resolution No. 536 approving a Write-off of delinquent accounts in the amount of $2,442.00 as a result of court ordered evictions in September, 2016. Delinquent and unpaid rents periodically accumulate and must be taken off the rental register. John Linville made motion to approve Resolution No., 536. Charles Green second the motion. The motion passed.

8. **Adjournment** – Albert Turner made motion to adjourn the meeting. John Linville declared the meeting adjourn.

CHAIRPERSON _____ Date_____

SECRETARY _____ Date_____

BOONVILLE
MISSOURI

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

TO: Planning and Zoning Commission Members
FROM: Charissa Mayes, City Planner
SUBJECT: Cancellation of November meeting
DATE: November 3, 2016

Because no items have been submitted for Planning and Zoning Commission consideration, the November 8, 2016 P&Z meeting is canceled.

The next regular meeting of the Commission is scheduled for Tuesday, December 13, 2016 at 6:00 p.m.

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Park Board Minutes
November 15, 2016

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

Absent: Kathleen Conway and Jimmy Barbarotta

Motion by Kevin Griffy, seconded by Terry Davis to approve September 20, 2016 Minutes as submitted. Motion carried.

Public Comments: None

Old Business: None

New Business:

A. Activity Report: Gary Nauman reviewed the Activity Report and gave the Board an update on current projects. He updated the Board on Project Pele's status and status of the Golf course.

Miscellaneous: Matt Schneringer asked Gary Nauman what the status of the proposed baseball/softball fields was. Gary Nauman advised that we have a design drawing for two fields at Kemper Park but we are looking at 2020 at the earliest. Albert Turner had a question on grave markers at Sunset Hills. Gary Nauman advised there had been no vandalism at the Cemetery.

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

Respectfully submitted,

Gary W. Nauman
Director of Parks

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BUILDING INSPECTOR REPORT
OCTOBER 2016

37 Phone Calls of general nature responded to

8 Zoning questions answered

11 Permits sold

1 Plan Review

Complete 2 new property maintenance inspections, wrote up report and sent letter

Follow-up on house demo at 208 9th Street

Prepared concept plans, cost estimation and contractor/supplies for two jobs:
Airport hangar roof and siding repair and parking garage annex structure.

Made changes to and re-drew concept plan for new animal shelter based on last Animal Shelter Committee Meeting input.

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MEMORANDUM

TO: Irl Tessendorf, City Administrator

FROM: Gary W. Nauman, Director of Parks

DATE: October 31, 2016

SUBJECT: October 2016 Activity Report

We have initiated the 5 year plan with the Construction Crew. Paul Linhart, Patrick Ziegelbein and Kerry Shipman are working on several projects on this list. They are currently working on new sidewalks at Kemper Park in the area around where the Administration building once stood. They have poured two sidewalks and wing walks up to the old benches. They are pouring sidewalks and the parking area along Third St. where the old Administration building stood. We have moved the sidewalk west approximately 15 feet and will create diagonal parking along Third St.

The guys have already started the demo of the house on the Hodges property. They took advantage of the rain in early October and have pulled all the wood work, doors, door frames and windows. The guys will continue to work there until we are ready to take the house down. Over the course of the winter, the house and barn will be demolished and our plans are to salvage as much of the barn as possible.

Irl Tessendorf and I met with Daryl Tower and Josh Black on October 12th and drove the Hailridge Golf Course one more time to establish a list of tasks that need to be accomplished once the City takes ownership. The closing date is November 8th and we will begin clearing brush, repairing cart paths and general cleanup on November 9th. That project will involve Parks, Street and Sanitation crews, and will probably be spread over at least two years. There is a lot of brush and trees that need to come out along with repairs to at least one bridge. The bridges also need new guardrails.

Boonville High School Girls softball is finished for the 2016 season. Unfortunately, the girls were eliminated during District play. The YMCA soccer season ends October 15th and BSA soccer is scheduled to wrap up on October 30th.

Project Pele is still moving forward. We are waiting for MECO Engineering to figure final grades and design for fields 4, 5, 6

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and the new BHS football practice field. Scott Vogler anticipates having that done and to the Project Pele committee by November 14th. A portion of the Committee is tentatively scheduled to tour some soccer complexes in the St. Louis area on November 11th.

Paul and the guys are planning to start turning off irrigation systems on October 14th and then start blowing them probably the week of the 17th. Since they are working 10 hour days pouring concrete, they are blowing systems on Friday mornings. All systems are blown except Rolling Hills Park. It will blown on November 4th.

Now that the temperatures have started cooling down, the grass has really slowed down. We are not mowing near as much. We are beginning to gear up for mulching leaves.

We released our inmate work release crew on October 21 and I laid off one of the Gardeners on October 21st.

Alliance WATER RESOURCES®
Professional Water and Wastewater Operations

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MISSOURI

Atchison County
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Bowling Green
Buchanan County #1
Boonville
Cameron
Cape Girardeau
Carroll County #1
Craig
East Central Missouri Water & Sewer Authority
Elsberry
Fayette
Franklin County #1
Franklin County #3
Henry County Water Company
Henry County #3
Lake Ozark/ Osage Beach
Lincoln County #1
Neosho
Nevada
Parkville
Phelps County #2
Platte County #C-1
Ralls County #1
Russelville
St Charles County #2
St Genevieve
Sedalia
Versailles

IOWA

Maquoketa
Tipton

REPORT OF OPERATIONS

Boonville Mo.

Water Treatment System

Month of October 2016

Submitted by Alliance Water Resources, Inc. for

November 2016

City Council Meeting

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Alliance WATER RESOURCES®
Professional Water and Wastewater Operations

PROUDLY SERVING

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Atchison County
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Cameron
Cape Girardeau
Carroll County #1
Craig
East Central Missouri Water & Sewer Authority
Elsberry
Fayette
Franklin County #1
Franklin County #3
Henry County Water Company
Henry County #3
Lake Ozark/ Osage Beach
Lincoln County #1
Neosho
Nevada
Parkville
Phelps County #2
Platte County #C-1
Ralls County #1
Russelville
St Charles County #2
St Genevieve
Sedalia
Versailles

IOWA

Maquoketa

October 2016 Report to the City of Boonville

Water Treatment Plant Operations & Maintenance

- Normal operations and maintenance were performed this month.
- Switched to free chlorine disinfection on October 1st.
- Repaired a leak on the check valve for transfer pump #1.
- Hach repaired the tap turbidimeter.
- Repaired a sample line
- Ameren changed the electric meter at the booster station.
- Fluoride scale repaired.
- Replaced flocculator motor.
- We gave a tour to the Bunceton High School chemistry class.
- Utility service performed a visual inspection of the Hospital and Krohn Towers.
- Rerouted drains in the basement

Regulatory

- Ten Microbiological samples were taken in the distribution system. All samples tested were absent of Total Coliform and E-Coli. Report sent to DNR. (see attach)
- DNR asked to sit in on the UV training. We agreed and 5 staff members of the NERO office attended training.
- Had a meeting with DNR to finalize the monthly reporting requirements.

Project Updates

- Start-up and training on the UV system with Trojan and Pedrotti.
- Installation of the basement platform is scheduled for November.
- The SCADA upgrade is complete.

Safety

- The Boonville Division had no accidents in October.

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UV Control Room

Flocculator Motor

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

PWS NAME		PWS - ID		MONTH
CITY OF BOONVILLE		MO3010089		OCTOBER
ADDRESS		PHONE		
901 RIVIERA DRIVE		(660) 882-4021		2016
CITY	ZIP CODE	COUNTY		PLANT
BOONVILLE, MO	65233	COOPER COUNTY		Main Plant

(See instructions on back of this sheet)

DISTRIBUTION DISINFECTION

1. Number of samples analyzed, A: 10
2. Number of samples below 0.2 mg/L, B: 0
[(A-B)/A x 100 = C: 100 % meeting minimum disinfection required.
3. Avg. dsfctnt residual for month: 2.84 mg/l

TURBIDITY

1. Total number measurements taken monthly, A: 213
2. number of measurements below 0.3 NTU, B: 213
[B/A] x 100 = C: 100 % meeting turbidity requirements.

Date	Hours of Operation	Finished Water Temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L) ☑ Free Chlorine ☐ Chloramines	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl2 or 1 mg/L chloramines	Value of turbidity measurements that exeed 1 NTU	5 NTU
1	3.75	21	1.03	0.06	0	0	0
2	4.00	22	1.31	0.06	0	0	0
3	6.00	22	3.24	0.07	0	0	0
4	3.00	21	3.23	0.06	0	0	0
5	5.50	21	3.14	0.11	0	0	0
6	7.00	21	2.00	0.07	0	0	0
7	5.50	21	2.18	0.04	0	0	0
8	5.25	21	1.65	0.04	0	0	0
9	4.75	21	2.00	0.03	0	0	0
10	4.25	21	2.53	0.03	0	0	0
11	5.00	20	2.48	0.03	0	0	0
12	6.25	20	2.08	0.03	0	0	0
13	5.50	19	2.01	0.03	0	0	0
14	6.25	19	2.11	0.05	0	0	0
15	4.00	19	2.06	0.04	0	0	0
16	7.00	20	2.16	0.03	0	0	0
17	5.75	19	2.59	0.03	0	0	0
18	4.50	21	2.22	0.03	0	0	0
19	6.00	19	3.05	0.04	0	0	0
20	5.00	19	2.40	0.03	0	0	0
21	4.75	19	3.14	0.03	0	0	0
22	4.75	18	2.53	0.03	0	0	0
23	5.00	18	2.61	0.03	0	0	0
24	5.00	17	2.69	0.03	0	0	0
25	4.75	17	3.15	0.03	0	0	0
26	6.25	17	3.50	0.03	0	0	0
27	7.25	17	2.96	0.05	0	0	0
28	6.00	18	3.00	0.04	0	0	0
29	5.00	18	3.01	0.04	0	0	0
30	4.50	18	2.94	0.03	0	0	0
31	5.00	18	2.89	0.04	0	0	0

Name of Person Preparing Report	Signature of Responsible Official	DATE
Todd W. Baslee		11/10/2016

MO 780-1904 (12-04)

INSTRUCTIONS: DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER SYSTEMS < 10,000 POPULATION
1. Please fill out information completely and legibly.

Distribution Disinfection

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

Turbidity:

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

Hours of Operation

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

Finished Water Temperature

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

Lowest Residual Disinfectant at Entrance to Distribution System:

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

Duration Residual Disinfectant Fell Below Requirement:

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

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

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

INDIVIDUAL FILTER MONITORING & REPORTING

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

If yes on 2., was the equipment repaired within 5 working days, or 14 days with department approval? N/A
3. Was any individual filter level >1.0 NTU in two (2) consecutive recording fifteen (15) minutes apart? NO
{If YES, perform "follow-up actions" no. 1}
4. Was any individual filter level, for three (3) months in a row > 1.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart?
NO {If YES, perform "follow-up actions" no.2}
5. Was any individual filter turbidity level >2.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart for two (2) consecutive months? NO {If YES, perform "follow-up actions" no. 3}

"FOLLOW-UP ACTIONS to PERFORM"

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

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

MO 780-1904 (12-04)

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM

MICROBIOLOGICAL ANALYSIS REPORT

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

SAMPLE DATE MO/DAY/YR	SAMPLE TYPE	COLLECTION POINT	SAMPLE LOCATION ID	SAMPLE RESULTS		CHLORINE RESIDUAL (mg/L)	
				TOTAL COLIFORM	FECAL E-COLI	TOTAL	FREE
10/24/2016	R	1216 E Morgan St	10	A	A	2.90	2.80
10/24/2016	R	614 Santa Fe Trail	16	A	A	3.0	2.7
10/24/2016	R	1012 Jefferson Rd	19	A	A	2.6	2.4
10/24/2016	R	2441 Pioneer St	23	A	A	.38	.32
10/24/2016	R	940 Oregon Trail	24	A	A	3.0	2.6
10/31/2016	R	1550 W Ashley Rd	11	A	A	3.2	2.8
10/31/2016	R	1121 Main St	13	A	A	3.5	3.3
10/31/2016	R	717 Main St	14	A	A	3.7	3.2
10/31/2016	R	1104 Locust St	15	A	A	3.1	3.0
10/31/2016	R	900 Carla Dr	17	A	A	3.0	2.9
10/24/2016	S	Cherry St Main Brk		A	A	2.2	1.83

TOTAL ROUTINE SAMPLE ANALZED	MONITORING VIOLATION	MCL VIOLATION
Ten	☐ Yes ☐ No	☐ Yes ☐ No
TITLE	DATE	
Chief Plant Operator/Chief Analyst	11/10/2016	
SIGNATURE		

MO 780-0438 (05-13)

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

ALLIANCE WATER RESOURCES
BOONVILLE DIVISION

OCTOBER 2016

WEATHER & RIVER CONDITIONS

1. River Stage:	Average:	10.23	Maximum:	13.43	Minimum:	8.24
2. High Temperature:	Average:	73.52	Maximum:	91	Minimum:	60
3. Low temperature:	Average:	53.71	Maximum:	69	Minimum:	39
4. Precipitation:		1.11	liquid inches			

PUMPING

1. Million Gallons Pumped:	32.055	Average /day:	1.03
2. Million Gallons Filtered:	29.952	Average /day:	1.03
3. Hours #1 Pump Operated:	0	Average /day:	0.00
4. Hours #2 Pump Operated:	201.5	Average /day:	6.50
5. Total Hours River Pumps Operated:	201.5	Average /day:	6.50
6. Main St. Booster Station Gallons Pumped:	2.719	Average /day:	0.093758621

FILTRATION

1. Hours Transfer Pumps Operated:	148.00	Average/day:	4.77
2. Hours Tower Pump Operated:	14.50	Average/day:	0.47
3. Filters Washed:	12		
4.Gallons Washwater Used:	0.241		
5. % Treated water used in backwashing:	0.76		

MATERIALS PRECIPITATED DURING TREATMENT (IN TONS)

Calcium Carbonate	5.781957
Magnesium Hydroxide	1.307371
Aluminum Hydroxide	0
Lime Inerts	0
Polymer	1.3255
Others	0
Total	8.414828

Effect Of Materials Precipitated On Missouri River

Increase In River Water Suspended Solids: 0.0015813817323 mg/L

LABORATORY ANALYSIS

TESTS	RAW	PRESET	PRIMARY	FILTERS	BOF	TAP
Temperature	19 ° C	X	X	X	X	19 ° C
Fluoride (ppm)	X	X	X	0.41	X	0.38
Free Cl2 Residual (ppm)	X	X	X	1.70	0.66	2.51
Total Cl2 Residual (ppm)	X	X	X	1.76	X	2.75
Turbidity (NTU)	90	1.44	0.71	0.42	X	0.04
pH	8.25	8.2	8.2	7.9	X	8.4
Total Alkalinity (ppm)	X	201	X	X	X	192
Non Carb Hardness (ppm)	X	52	X	X	X	40
Total Hardness (ppm)	X	252	X	X	X	232
Calcium Hardness (ppm)	X	166	X	X	X	131
Magnesium Hardness (ppm)	X	87	X	X	X	101
Total Iron (ppm)	0.04	X	X	X	X	0.01
Manganese (ppm)	0.04	X	X	0.04	X	0.01
Copper (ppm)	X	X	X	X	X	0.02
Total Dissolved Solids (ppm)	X	X	X	X	X	346

Bacteriological Samples Examined:	10
Bacteriological Samples Positive:	0
Bact. Samples Below 0.2 ppm Cl2:	0
Average Free Chlorine in Dist. System at time of Bact. Samples (ppm):	2.602
Average Total Chlorine in Dist. System at time of Bact. Samples (ppm):	2.838
Total # tap turbidity samples taken for month:	213
Average # of tap turbidity samples taken daily:	6.870968
Total # tap turbidity samples taken for month below 0.3 NTU:	213
Total # tap turbidity samples taken for month above 1.0 NTU:	0
Total # tap turbidity samples taken for month above 5.0 NTU:	0
Average lowest Total Chlorine to distribution system:	2.75
Duration Total Chlorine fell below 1.0 ppm:	0

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Missouri Gaming Commission

State/Local Allocation of Gaming Revenues

For the Period 10/1/2016 through 10/31/2016

Year beginning 10/1/2016

RECEIVED
11/14/2016

Isle of Capri IB

Gaming Date	Day	Admission Tax Remitted	GamingTax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
10/01/2016	Saturday	$14,218.00	$58,765.91	$72,983.91	$7,109.00	$52,889.32	$5,876.59	$12,985.59
10/02/2016	Sunday	$10,732.00	$52,541.03	$63,273.03	$5,366.00	$47,286.93	$5,254.10	$10,620.10
10/03/2016	Monday	$6,220.00	$30,382.87	$36,602.87	$3,110.00	$27,344.58	$3,038.29	$6,148.29
10/04/2016	Tuesday	$8,160.00	$44,742.46	$52,902.46	$4,080.00	$40,268.21	$4,474.25	$8,554.25
10/05/2016	Wednesday	$6,772.00	$33,105.57	$39,877.57	$3,386.00	$29,795.01	$3,310.56	$6,696.56
10/06/2016	Thursday	$8,408.00	$44,638.76	$53,046.76	$4,204.00	$40,174.88	$4,463.88	$8,667.88
10/07/2016	Friday	$11,696.00	$53,837.53	$65,533.53	$5,848.00	$48,453.78	$5,383.75	$11,231.75
10/08/2016	Saturday	$14,288.00	$59,817.41	$74,105.41	$7,144.00	$53,835.67	$5,981.74	$13,125.74
10/09/2016	Sunday	$9,678.00	$43,923.64	$53,601.64	$4,839.00	$39,531.28	$4,392.36	$9,231.36
10/10/2016	Monday	$5,802.00	$31,238.69	$37,040.69	$2,901.00	$28,114.82	$3,123.87	$6,024.87
10/11/2016	Tuesday	$7,282.00	$31,625.26	$38,907.26	$3,641.00	$28,462.73	$3,162.53	$6,803.53
10/12/2016	Wednesday	$8,762.00	$38,737.21	$47,499.21	$4,381.00	$34,863.49	$3,873.72	$8,254.72
10/13/2016	Thursday	$7,954.00	$37,687.01	$45,641.01	$3,977.00	$33,918.31	$3,768.70	$7,745.70
10/14/2016	Friday	$11,772.00	$72,844.64	$84,616.64	$5,886.00	$65,560.18	$7,284.46	$13,170.46
10/15/2016	Saturday	$14,570.00	$69,167.10	$83,737.10	$7,285.00	$62,250.39	$6,916.71	$14,201.71
10/16/2016	Sunday	$8,972.00	$44,307.21	$53,279.21	$4,486.00	$39,876.49	$4,430.72	$8,916.72
10/17/2016	Monday	$4,884.00	$21,432.90	$26,316.90	$2,442.00	$19,289.61	$2,143.29	$4,585.29
10/18/2016	Tuesday	$7,942.00	$32,622.50	$40,564.50	$3,971.00	$29,360.25	$3,262.25	$7,233.25
10/19/2016	Wednesday	$6,612.00	$27,212.71	$33,824.71	$3,306.00	$24,491.44	$2,721.27	$6,027.27
10/20/2016	Thursday	$8,890.00	$40,061.23	$48,951.23	$4,445.00	$36,055.11	$4,006.12	$8,451.12
10/21/2016	Friday	$13,040.00	$75,704.93	$88,744.93	$6,520.00	$68,134.44	$7,570.49	$14,090.49
10/22/2016	Saturday	$14,700.00	$63,641.52	$78,341.52	$7,350.00	$57,277.37	$6,364.15	$13,714.15
10/23/2016	Sunday	$9,238.00	$45,123.70	$54,361.70	$4,619.00	$40,611.33	$4,512.37	$9,131.37
10/24/2016	Monday	$4,974.00	$25,300.14	$30,274.14	$2,487.00	$22,770.13	$2,530.01	$5,017.01
10/25/2016	Tuesday	$7,438.00	$35,804.46	$43,242.46	$3,719.00	$32,224.01	$3,580.45	$7,299.45
10/26/2016	Wednesday	$7,132.00	$30,088.29	$37,220.29	$3,566.00	$27,079.46	$3,008.83	$6,574.83
10/27/2016	Thursday	$7,428.00	$36,453.01	$43,881.01	$3,714.00	$32,807.71	$3,645.30	$7,359.30
10/28/2016	Friday	$14,498.00	$70,753.93	$85,251.93	$7,249.00	$63,678.54	$7,075.39	$14,324.39
10/29/2016	Saturday	$17,224.00	$77,997.28	$95,221.28	$8,612.00	$70,197.55	$7,799.73	$16,411.73
10/30/2016	Sunday	$8,578.00	$43,583.18	$52,161.18	$4,289.00	$39,224.86	$4,358.32	$8,647.32
10/31/2016	Monday	$5,190.00	$27,516.14	$32,706.14	$2,595.00	$24,764.53	$2,751.61	$5,346.61
Casino Report Totals:		$293,054.00	$1,400,658.22	$1,693,712.22	$146,527.00	$1,260,592.41	$140,065.81	$286,592.81
Casino YTD Totals:		$293,054.00	$1,400,658.22	$1,693,712.22	$146,527.00	$1,260,592.40	$140,065.82	$286,592.82

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

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

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

5390 Dorm

01 -GENERAL FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
01 -GENERAL FUND	5,650,530.00	898,734.91	2,588,626.52	45.81	0.00	3,061,903.48
*** TOTAL REVENUES ***	5,650,530.00	898,734.91	2,588,626.52	45.81	0.00	3,061,903.48
EXPENDITURE SUMMARY						
ADMINISTRATION	729,000.00	54,737.89	394,688.44	54.14	0.00	334,311.56
POLICE	1,694,800.00	126,800.57	963,450.83	56.85	0.00	731,349.17
FIRE DEPARTMENT	524,075.00	41,317.02	279,323.85	53.30	0.00	244,751.15
STREET DEPARTMENT	772,200.00	47,890.24	343,505.84	44.48	0.00	428,694.16
CENTRAL GARAGE	63,175.00	5,361.49	40,975.17	64.86	0.00	22,199.83
AIRPORT	162,550.00	15,066.55	139,823.33	86.02	0.00	22,726.67
ANIMAL CONTROL	99,680.00	7,009.30	50,420.98	50.58	0.00	49,259.02
PARKS & RECREATION	509,400.00	58,155.39	321,493.52	63.11	0.00	187,906.48
SWIMMING POOL	180,750.00	2,442.35	153,748.76	85.06	0.00	27,001.24
NON-OPERATING EXPENDITURE	86,000.00	1,793.34	32,231.80	37.48	0.00	53,768.20
CEMETERY	14,600.00	1,700.00	11,900.00	81.51	0.00	2,700.00
MUNICIPAL COURT	38,000.00	2,539.41	18,250.53	48.03	0.00	19,749.47
COP-DEBT SERVICE	776,300.00	63,358.86	443,722.02	57.16	0.00	332,577.98
*** TOTAL EXPENDITURES ***	5,650,530.00	428,172.41	3,193,535.07	56.52	0.00	2,456,994.93
*** TOTAL PROFIT / (LOSS) ***	0.00	470,562.50	(604,908.55)	0.00	0.00	604,908.55

15 payrolls

CITY OF BOONVILLE

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

02 -SANITATION

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
02 -SANITATION	649,450.00	65,349.86	390,532.60	60.13	0.00	258,917.40
*** TOTAL REVENUES ***	649,450.00	65,349.86	390,532.60	60.13	0.00	258,917.40
EXPENDITURE SUMMARY						
COLLECTION	649,450.00	51,901.17	361,890.90	55.72	0.00	287,559.10
*** TOTAL EXPENDITURES ***	649,450.00	51,901.17	361,890.90	55.72	0.00	287,559.10
*** TOTAL PROFIT / (LOSS) ***	0.00	13,448.69	28,641.70	0.00	0.00	(28,641.70)

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CITY OF BOONVILLE

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

05 -CAPITAL SALES TAX FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
05 -CAPITAL SALES TAX FUN	646,500.00	56,669.92	401,542.54	62.11	0.00	244,957.46
*** TOTAL REVENUES ***	646,500.00	56,669.92	401,542.54	62.11	0.00	244,957.46
EXPENDITURE SUMMARY						
CAPITAL PROJECTS	679,600.00	59,540.88	339,809.94	50.00	0.00	339,790.06
ECONOMIC DEVELOPMENT	166,900.00	5,801.70	80,442.63	48.20	0.00	86,457.37
*** TOTAL EXPENDITURES ***	846,500.00	65,342.58	420,252.57	49.65	0.00	426,247.43
*** TOTAL PROFIT / (LOSS) ***	(200,000.00)	(8,672.66)	(18,710.03)	9.36	0.00	(181,289.97)

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FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

06 -WATER WORKS FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
06 -WATER WORKS FUND	2,386,250.00	186,429.68	1,339,693.98	56.14	0.00	1,046,556.02
*** TOTAL REVENUES ***	2,386,250.00	186,429.68	1,339,693.98	56.14	0.00	1,046,556.02
EXPENDITURE SUMMARY						
ADMINISTRATION	368,200.00	18,194.98	128,362.51	34.86	0.00	239,837.49
WATER DISTRIBUTION	277,250.00	29,354.46	162,243.47	58.52	0.00	115,006.53
WATER TREATMENT PLANT	1,037,100.00	76,731.74	693,618.80	66.88	0.00	343,481.20
DEBT SERVICE	585,700.00	44,622.35	323,256.72	55.19	0.00	262,443.28
CAPITAL PROJECTS	169,000.00	11,937.50	70,289.02	41.59	0.00	98,710.98
*** TOTAL EXPENDITURES ***	2,437,250.00	180,841.03	1,377,770.52	56.53	0.00	1,059,479.48
*** TOTAL PROFIT / (LOSS) ***	(51,000.00)	5,588.65	(38,076.54)	74.66	0.00	(12,923.46)

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FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

07 -CAPITAL IMPROVEMENTS FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
07 -CAPITAL IMPROVEMENTS	700,000.00	15,667.92	362,892.74	51.84	0.00	337,107.26
*** TOTAL REVENUES ***	700,000.00	15,667.92	362,892.74	51.84	0.00	337,107.26
EXPENDITURE SUMMARY						
CAPITAL IMPROVEMNTS	702,500.00	3,210.78	438,611.29	62.44	0.00	263,888.71
*** TOTAL EXPENDITURES ***	702,500.00	3,210.78	438,611.29	62.44	0.00	263,888.71
*** TOTAL PROFIT / (LOSS) ***	(2,500.00)	12,457.14	(75,718.55)	28.74	0.00	73,218.55

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CITY OF BOONVILLE

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

08 -WASTE WATER FUND

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
08 -WASTE WATER FUND	2,245,900.00	185,864.27	1,298,953.27	57.84	0.00	946,946.73
*** TOTAL REVENUES ***	2,245,900.00	185,864.27	1,298,953.27	57.84	0.00	946,946.73
EXPENDITURE SUMMARY						
ADMINISTRATION	308,500.00	17,094.34	88,970.83	28.84	0.00	219,529.17
SEWERAGE COLLECTION	436,000.00	17,075.30	143,673.26	32.95	0.00	292,326.74
WASTE WATER TREATMENT	774,400.00	53,116.54	313,316.91	40.46	0.00	461,083.09
WASTE WATER CONSTRUCTION	502,000.00	31,765.63	239,434.89	47.70	0.00	262,565.11
CAPITAL PROJECTS	225,000.00	17,125.04	176,051.96	78.25	0.00	48,948.04
*** TOTAL EXPENDITURES ***	2,245,900.00	136,176.85	961,447.85	42.81	0.00	1,284,452.15
*** TOTAL PROFIT / (LOSS) ***	0.00	49,687.42	337,505.42	0.00	0.00	(337,505.42)

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CITY OF BOONVILLE

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

16 -TOURISM TAX

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
16 -TOURISM TAX	223,700.00	27,346.64	170,812.90	76.36	0.00	52,887.10
*** TOTAL REVENUES ***	223,700.00	27,346.64	170,812.90	76.36	0.00	52,887.10
EXPENDITURE SUMMARY						
ADMINISTATION	223,700.00	21,620.18	189,897.28	84.89	0.00	33,802.72
*** TOTAL EXPENDITURES ***	223,700.00	21,620.18	189,897.28	84.89	0.00	33,802.72
*** TOTAL PROFIT / (LOSS) ***	0.00	5,726.46	(19,084.38)	0.00	0.00	19,084.38

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CITY OF BOONVILLE

FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

17 -GAMING TAXES

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
17 -GAMING TAXES	3,571,000.00	292,169.03	2,167,270.45	60.69	0.00	1,403,729.55
*** TOTAL REVENUES ***	3,571,000.00	292,169.03	2,167,270.45	60.69	0.00	1,403,729.55
EXPENDITURE SUMMARY						
01-ADMINISTRATION	3,971,000.00	265,056.84	1,892,628.60	47.66	0.00	2,078,371.40
*** TOTAL EXPENDITURES ***	3,971,000.00	265,056.84	1,892,628.60	47.66	0.00	2,078,371.40
*** TOTAL PROFIT / (LOSS) ***	(400,000.00)	27,112.19	274,641.85	68.66-	0.00	(674,641.85)

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FINANCIAL STATEMENT

AS OF: OCTOBER 31ST, 2016

20 -PARK/STORMWATER SALES TAX

FINANCIAL SUMMARY

ACCT # ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
20 -PARK/STORMWATER SALES	647,000.00	56,370.72	399,397.51	61.73	0.00	247,602.49
*** TOTAL REVENUES ***	647,000.00	56,370.72	399,397.51	61.73	0.00	247,602.49
EXPENDITURE SUMMARY						
ADMINISTRATION	647,000.00	115,713.86	748,217.47	115.64	0.00	(101,217.47)
*** TOTAL EXPENDITURES ***	647,000.00	115,713.86	748,217.47	115.64	0.00	(101,217.47)
*** TOTAL PROFIT / (LOSS) ***	0.00	(59,343.14)	(348,819.96)	0.00	0.00	348,819.96

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Irl Tessendorf

From: Joy Howard <jhoward@wmfinancialstrategies.com>
Sent: Thursday, November 17, 2016 12:11 PM
To: Irl Tessendorf
Subject: Interest Rates
Attachments: MSRB - Interest Rates.pdf

We could not have had better timing. See the attached.

Joy A. Howard, CIPMA
WM Financial Strategies
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St. Louis, MO 63146
314-423-2122

We closed on $3.0m COP issue on Thur. 17th

MSRB
Municipal Securities Rulemaking Board

MSRB Reminds Investors of Risks of Rising Interest Rates in Municipal Market

Date: November 14, 2016
Contact: Jennifer A. Galloway, Chief Communications Officer
(202) 838-1500
jgalloway@msrb.org

MSRB REMINDS INVESTORS OF RISKS OF RISING INTEREST RATES IN MUNICIPAL MARKET

Washington, DC – Following the recent steep rise in municipal bond yields, the Municipal Securities Rulemaking Board (MSRB), the national regulator for the municipal market, today issued a statement today cautioning investors about the potential risks to bond positions and bond portfolios of rising interest rates.

"Yields in the municipal bond market reached a one-year high last week," said MSRB Executive Director Lynnette Kelly. "Given this trend, it is important that investors review their municipal bond holdings with their financial professionals, monitor market developments and educate themselves about the risks of rising interest rates."

The MSRB provides multiple free investor education resources related to interest rate risk including the *Impact of Market Interest Rate Movement on Municipal Bond Prices and Yields, Evaluating a Municipal Bond's Interest Rate Risk* and *The Importance of Monitoring Municipal Bonds*.

"Municipal bond investors can use the MSRB's resources to learn about the risks of interest rate changes and considerations to discuss with their financial professional," Kelly said. The MSRB also makes available an online course aimed at financial professionals called *Rules and Risks: Applying MSRB Rules in Relation to Municipal Market Risks*.

Earlier this month, the MSRB identified changes in the ownership profile of municipal bonds in recent years as having increased the risk that a rise in interest rates could lead to market dislocation and reduced liquidity in the municipal market. In a letter to the Securities and Exchange Commission Investor Advocate, the MSRB cited greater mutual fund ownership and reduced dealer inventories as factors in the risk for investors.

The MSRB protects investors, state and local governments and other municipal entities, and the public interest by promoting a fair and efficient municipal securities market. The MSRB fulfills this mission by regulating the municipal securities firms, banks and municipal advisors that engage in municipal securities and advisory activities. To further protect market participants, the MSRB provides market transparency through its Electronic Municipal Market Access (EMMA®) website, the official repository for information on all municipal bonds. The MSRB also serves as an objective resource on the municipal market, conducts extensive education and outreach to market stakeholders, and provides market leadership on key issues. The MSRB is a Congressionally-chartered, self-regulatory organization governed by a 21-member board of directors that has a majority of public members, in addition to representatives of regulated entities. The MSRB is subject to oversight by the Securities and Exchange Commission.

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