

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
September 19, 2016
7:00 p.m.**

I. Call to Order – Pledge and Prayer (Vanessa Dorman)

II. Roll Call

III. Hearing of Citizens' Comments

- Boonville Police Department recognizes Xavion Lewis for assisting the Police Department in the apprehension of a suspect and retrieval of stolen property.

IV. Approval of the Minutes of the September 6, 2016 Council Meeting

V. Consent Items

- a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2016-027 Authorizing execution of Quit Claim Deed for Transfer of Real Estate known as “K Barracks” to Boonslick Community Development Corporation

VIII. New Business

- A) First Reading of Bill No. 2016-028 Removing One-Way Traffic Restriction Going Westbound on Chestnut Street Between 6th and Main Streets.
- B) First and Second Reading of Bill No. 2016-029 Authorizing Execution of State Grant with Missouri Highways and Transportation Commission for Airport Improvements.

IX. Reports of Standing Committees

- A) Street, Alley, and Sanitation Board –August 31, 2016 (Susan Meadows)
- B) Tourism Commission –August 9, 2016 (Ned Beach)
- C) Historic Preservation Board – September 12, 2016 (Vanessa Dorman)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

Economic Developer

- Economic Development Report September 15, 2016

City Clerk

Building Inspector

- August 2016 Building Inspector 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 REVIEW AND APPROVAL OF CITY COUNCIL

City of Boonville
City Council Meeting
Minutes
September 6, 2016

The Boonville City Council met in Regular Session on September 6, 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 and Ms. Becky Ehlers led the prayer after the pledge of allegiance.

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

Ms. Liz Davis of Ward 2 reported that she has received many comments about the sound from the Council Meetings not getting to the audience. Ms. Davis further commented on the Animal Control Ordinance that has been implemented. She requests that not only dogs need to be under control, but as well, as cats need to be under control. Ms. Davis advised that she has had several issues with cats in her neighborhood and requests that animal control do something about it. Mayor Thacher questioned if Ms. Davis has called Animal Control in each instance and Ms. Davis responded that she usually does not call Animal Control because she feels that it does not warrant a phone call. Mayor Thacher advised that Animal Control would be notified of the problem.

Ms. Sarah Gallagher, President of the Katy Bridge Coalition, briefed the City Council on the upcoming Katy Bridge Wine Walk Event that will be held on September 24, 2016 from 5pm to 8pm. Ms. Gallagher advised that there have been many tickets sold out of the 500-ticket limit for the event. Ms. Gallagher advised that there would be an "After Party" at Turner Hall with food provided. In addition, there will be a band at WJ's for continued entertainment. Ms. Gallagher advised that the event would consist of wines and craft beers. Ms. Gallagher advised that the committee has been working on this project since January and they are looking forward to a big turnout.

Dana Ray, Christian Stock, and Louis Stock, representing the Cooper County Baseball Association, addressed the Council requesting that when building the multi field

complex in the area of the Boonville High School to please consider the need of a baseball field for the Cal Ripken League 11-12 year old division. Ms. Ray advised that currently under the new regulations, the League does not have an adequate sized field for such division, making it impossible to host any tournaments for that division. They feel that being able to host tournaments would increase the viability of our city's economy. Ms. Ray stated that the league utilizes the fields that are available including the field at Rolling Hills Park. However, there are instances when the field is being used for other sporting events. Ms. Ray was hoping that the Council would possibly try to configure the new fields near the high school to be multi-sport, which will provide the division a field, or if upgrades could be made to the ball field at Lions Park. Ms. Ray commented that whichever location might be chosen for the field, she hopes that it would help the economy of the City of Boonville. Ms. Ray commented that when there have been tournaments in the City, and she has heard many praises from people participating in those tournaments for the Parks Department, the fields, and on the downtown area. Mr. Christian Stock added that the league allows children from surrounding areas to participate; therefore, when parents drop the kids off for practice, the parents will be shopping and such waiting for the practice to end, building the City's economy.

- **Brad Wooldridge, City Prosecuting Attorney reference Code Enforcement update**

Brad Wooldridge, City Prosecuting Attorney, gave a brief follow-up of Code Enforcement cases and miscellaneous matters they have been sent to him from City Hall. Mr. Wooldridge gave a brief description of the wide variety of cases that are sent to him and the basic procedures of getting them to him. Ms. Paula Renfrow, Code Enforcement Officer, had provided Mr. Wooldridge a list of cases that have been submitted to him for prosecution and/or further action and he has added his notes of progress to each case that will be available at City Hall for Council review. Mr. Wooldridge then reminded the Council that by ordinance, his position is allocated 20 hours of work per month. Mr. Wooldridge stated that he currently works 6 to 10 hours per week on several cases from the Boonville Police Department for citations and such, averaging about 95 cases per month. Mr. Wooldridge advised that he agrees that Code Enforcement cases need to be addressed in a more efficient manner; however, he is extremely busy with the allocated hours on the cases that he receives from the Police Department. Mr. Wooldridge needed some direction from the Council as to what further actions need to be taken on some of the cases, whether he is to prosecute the owner, get a warrant of arrest for not showing for court, or to fine the owners for violations of Code Enforcement. However, Mr. Wooldridge feels that this does not solve the problem of the derelict building getting resolved. Mr. Wooldridge expressed that if he can get a resolution with a case rather than prosecution, he would most likely go with the resolution. Mr. Wooldridge stated that he is also willing to give regular updates to the Council or he could meet with city staff to give updates. This decision would be up to the City Council. Mr. Wooldridge encouraged all Council members to make contact with him if there are any questions to any cases regarding their ward. Mr. Wooldridge expressed again, that he needs further direction from the Council on the procedures that he needs to take on a case-by-case basis to solve the violation. Mayor Thacher requested that Mr. Wooldridge verbally brief the

Council with his progress for each case that is on the list that he has provided. Mr. Wooldridge advised the Council of his progress on each case that was listed by case number. Mr. Wooldridge stated that on some of the cases, he has sent out letters today and some will go out to tomorrow to give them a ten-day notice prior to filing suit. Mayor Thacher questioned the Council members if anyone had any guidance or suggestions for Mr. Wooldridge as to the next steps to be taken, whether it be prosecution or something else. Mr. Beach questioned if the Council had ever discussed the procedures that Mr. Wooldridge would proceed with. Mr. Tessendorf advised that it has not been discussed. Following a lengthy and informative discussion by Council, Mayor Thacher suggested that the City Staff, a few Council Members and Mr. Wooldridge come together for a meeting to prioritize cases and to create a protocol for prosecution for these cases and the ones in the future. Mayor Thacher advised that once the guidelines have been created it would be brought to the Council for review. The Council was in agreement with this.

APPROVAL OF THE MINUTES OF THE AUGUST 15, 2016 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

The following Consent Item was presented for approval:

- a. Consider Pay Request No. 1 from Stockman Construction Corp. in the amount of \$74,632.01 for Concrete Street Repairs 2016
- b. Consider Pay Request No. 1 from Cody Martin Excavating LLC in the amount of \$105,183.04 for Kemper Military Academy Administration Building Demolition

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

UNFINISHED BUSINESS

SECOND READING OF BILL NO 2016-026 APPROVING THE PURCHASE OF 14.83 ACRES FROM THE INDUSTRIAL DEVELOPMENT

Ms. Studley read, by title only, a copy of the bill. Mr. Beach moved and Mr. Carter seconded the motion to approve this bill. Roll call was taken on Mr. Beach's motion. Ayes: Ehlers, Dorman, Stock, Venable, Beach, Hurt, and Carter, Total (7); Opposed: None, Total (0); Absent: Meadows, Total (1). Motion Carried.

NEW BUSINESS

FIRST READING OF BILL NO 2016-027 AUTHORIZING EXECUTION OF QUIT CLAIM DEED FOR TRANSFER OF REAL ESTATE KNOWN AS "K BARRACKS" TO BOONSLICK COMMUNITY DEVELOPMENT CORPORATION

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

REPORTS OF STANDING COMMITTEES

HOUSING AUTHORITY – AUGUST 10, 2016

Mr. Beach advised it was a great meeting with everyone there. He is available for any questions the Council may have.

PARKS AND RECREATION BOARD – AUGUST 16, 2016

Mr. Venable reported that the meeting was cancelled due to lack of agenda items.

CEMETERY BOARD – JULY 28, 2016

Mr. Stock reported that the meeting was cancelled due to lack of agenda items.

BOARD OF PUBLIC WORKS – AUGUST 25, 2016

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

INDUSTRIAL DEVELOPMENT AUTHORITY – AUGUST 9, 2016

Ms. Ehlers reported that the very thorough minutes are in the packet. Ms. Ehlers advised that there has been much activity with the IDA. Ms. Ehlers advised that she is available for any questions.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Mr. Tessendorf advised the Council of a letter that was received from Missouri Department of Transportation in regards to the demise of the Small Urban Surface Transportation Program (hereinafter STP Program). Mr. Tessendorf advised that this is Federal money that was channeled through to municipalities through the State. Mr. Tessendorf advised that the money was most recently used on the Locust Street and Kemper Drive projects. Mr. Tessendorf advised that with the demise of the STP Program, absent the vehicle fees and the state gasoline tax, the State of Missouri gives the City of Boonville nothing, in terms of money. Mr. Tessendorf added that the State of Missouri passes federally funded money through to the City. Mr. Tessendorf stated that the State of Missouri has made many commitments on the Katy Bridge, but all unfulfilled, except for the bollard that they purchased. The City of Boonville might want to reconsider the deference that the State of Missouri has received from the City.

MAYOR

Mayor Thacher advised that the Boonville Housing Authority has asked for the re-appointment of Mr. John Linville to the committee. Mayor Thacher advised the Mr. Linville is the Chairperson/Commissioner for the committee. Mr. Beach moved and Mr. Venable seconded the motion to approve Mayor Thacher's re-appointment of Mr. John Linville to the Boonville Housing Authority Committee. Roll call was taken. Ayes: Ehlers, Dorman, Stock, Venable, Beach, Hurt, and Carter, Total (7); Opposed: None, Total (0); Absent: Meadows, Total (1). Motion Carried.

CITY COUNSELOR

No report was offered.

ECONOMIC DEVELOPMENT

No report was offered.

CITY CLERK

No report was offered.

BUILDING INSPECTOR

Mayor Thacher reported that the building inspector's report is available in the council packet.

MISCELLANEOUS

Mr. Beach questioned if anyone knew the history on the ordinance that allocates the number of monthly hours for the position of the City Prosecuting Attorney. Ms. Mayes responded that the ordinance is in the online code in Section 2, under Administration, and the note at the bottom will indicate the year the ordinance was last revised. Mr. Beach inquired if city staff could look further into this ordinance referencing the allocation of hours for the position. Mr. Tessendorf responded that city staff would get the information for the Council to review.

Mr. Beach advised that he has missed a Project Pele' meeting and will most likely miss the next meeting; however, he has sent a message to the other members of the committee strongly suggesting that they listen to the request from the Cooper County Baseball Association in regards to the field that is needed. Mr. Beach advised that Harley Park Fields are only at regulatory standards for the younger leagues. Mr. Beach feels that this is a great opportunity to help them with this problem. Mayor Thacher stated that the Parks Board would probably need to review this as well.

Ms. Dorman commented that she feels that the City of Boonville has exhausted all efforts with the violators on the Code Enforcement list and she feels that Mr. Wooldridge's position should be clear and if the case is given to him, then his next step would be to prosecute for the violations. Mayor Thacher commented that city staff work extremely hard to get it to the point of prosecution.

Mayor Thacher thanked the American Legion for putting the flags up in the downtown area for the Labor Day Holiday. Mayor Thacher inquired if Mr. Carter assisted with that task. Mr. Carter responded that he and 5 to 6 other people assist in putting up the flags. Mayor Thacher stated that there have been compliments from people for the efforts of the American Legion. Mayor Thacher appreciates their efforts.

ADJOURN

With no further discussion, Mr. Carter moved and Ms. Dorman seconded the motion to adjourn at 8:01 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 September 19, 2016 the sum of **\$636,555.93**

General Fund	\$283,471.60
Sanitation	\$21,093.55
CIP Tax	\$6,603.87
Water Works	\$48,689.48
Capital Projects	\$81,508.99
Waste Water	\$63,004.20
Tourism	\$4,442.88
Gaming	\$106,023.17
Parks/Water	\$21,718.19

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 \$636,555.93 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 September 19, 2016 read for the second time this 19th day of September, 2016 since a copy was made available prior to the meeting.

Approved September 19, 2016 _____

Mayor

Endorsed September 19, 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

BILL NO. 2016-028

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI REMOVING THE RESTRICTION TO ONE-WAY TRAFFIC GOING WESTBOUND ON CHESTNUT STREET, BETWEEN THE NORTH / SOUTH ALLEY, MID-BLOCK BETWEEN SIXTH AND MAIN STREETS, AND MAIN STREET AND OPENING IT TO TWO-WAY TRAFFIC FLOW; PROVIDING AN EFFECTIVE DATE THEREFOR; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS: The City Council, in response to citizen input, requested the Public Works Director and the Street, Alley and Sanitation Board review the appropriateness of an existing one-way traffic restriction on the above-described portion of Chestnut Street; and

WHEREAS: The Street, Alley and Sanitation Board has reviewed the matter and determined that the industrial uses at the property adjacent to the subject roadway are no longer present, obviating the need for the continued restriction to one-way traffic thereon; and

WHEREAS: The Street, Alley and Sanitation Board has recommended that the Council remove the one-way restriction and open the roadway to two-way traffic flow; and

WHEREAS: The City Council has reviewed the matter, upon recommendation of the Board and decided that the one-way restriction is no longer necessary and appropriate and should be repealed.

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

SECTION 1: That the One-Way traffic restriction, westbound, on Chestnut Street between the north / south alley, mid-block between Sixth and Main Streets, and Main Street be hereby removed and two-way traffic flow reinstated on that portion of Chestnut Street.

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

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

FIRST READING: September 19, 2016.

READ FOR THE SECOND TIME AND PASSED THIS 3rd DAY OF 2016, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

APPROVED THIS 3rd DAY OF October 2016.

ATTEST:

Julie Thacher, Mayor

Teresa Studley, City Clerk

BILL NO. 2016-029

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING EXECUTION OF A STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MHTC) TO SECURE FUNDING FOR AIRPORT IMPROVEMENTS

WHEREAS, the Missouri Highways and Transportation Commission has been selected by the Federal Aviation Administration to administer federal funds for airport improvements under a state block grant program; and

WHEREAS, in order to secure the City's entitlement funding for the tree removal project at Jesse Viertel Memorial Airport, the attached state block grant agreement must be executed by the City no later than September 30, 2016; and

WHEREAS, the attached agreement, marked Exhibit A, provides for the maximum allocation of state block grant funds available to the City for this project (which amount is subject to modification based on actual project costs) and obligates the City, among other things, to furnish up to 10% of actual project costs for the airport improvements, up to \$5,786.

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

SECTION 1: That the City of Boonville, Missouri hereby authorizes the Mayor to execute on its behalf the state block grant agreement with the MHTC attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance authorizing the agreement is effective immediately, and the attached and executed agreement shall take effect and be in full force from and after both parties have signed it.

FIRST AND SECOND READING: September 19, 2016

READ FOR THE SECOND TIME AND PASSED THIS 19th DAY OF SEPTEMBER, 2016 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 19th DAY OF SEPTMBER. 2016

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

CCO FORM: AC10
Approved: 03/91 (KR)
Revised: 01/16 (MWH)
Modified:

Sponsor: City of Boonville
Project No.: 16-039A-1
Airport Name: Jesse Viertel Memorial

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
34. BAN ON TEXTING WHILE DRIVING

SECTION III – PLANNING

- 35. AIRPORT LAYOUT PLAN
- 36. AIRPORT PROPERTY MAP
- 37. ENVIRONMENTAL IMPACT EVALUATION

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 38. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 39. ENGINEER'S DESIGN REPORT
- 40. GEOMETRIC DESIGN CRITERIA
- 41. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 42. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 43. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 44. WAGE LAWS
- 45. COMPETITIVE SELECTION OF CONTRACTOR
- 46. REVIEW OF BIDS AND CONTRACT AWARD
- 47. NOTICE TO PROCEED
- 48. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 49. LABOR STANDARDS INTERVIEWS
- 50. AIR AND WATER QUALITY STANDARDS
- 51. FILING NOTICE OF LANDING AREA PROPOSAL
- 52. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 53. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
- 54. RESPONSIBILITY FOR PROJECT SAFETY
- 55. RECORD DRAWINGS

SECTION VII – SPECIAL CONDITIONS

- 56. SPECIAL CONDITIONS

SECTION VII – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
--Certificate of sponsor's attorney

Sponsor: City of Boonville
Project No.: 16-039A-2
Airport Name: Jesse Viertel Memorial

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Boonville (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Obstruction Removal & Tree Clearing;

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2016. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist

of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Fifty-Two Thousand Seventy-Five Dollars (\$52,075) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Five Thousand Seven Hundred Eighty-Six Dollars (\$5,786).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before September 30, 2016 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully,

in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall

impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(17) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: Mr. Irl Tessendorf
City Administrator
City of Boonville
401 Main Street
Boonville, MO 65233
(660) 882-2332
ltess@boonville-mo.org

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(30) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding

by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(36) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(37) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(38) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(39) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(40) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(41) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to any AIP standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with their certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP.

(42) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(43) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(44) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-

Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(45) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(46) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(47) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(48) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsible at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with

workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(49) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(50) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

(51) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three proposed sites prior to development of the ALP.

(52) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction or Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

(53) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(54) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the

contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(55) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) set of the approved updated ALP to the FAA Central Region office.

(56) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(C) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(D) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(E) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

"MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is

incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)."

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(F) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(G) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's

analysis of costs, and the independent fee estimate.

(H) Obstruction Removal: The Sponsor agrees to clear Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 13, as shown on the Exhibit "A" Property Map, of trees prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the Commission.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BOONVILLE

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: City of Boonville

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

LOCHNER

H.W. Lochner, Inc.
16105 W 113th St.
Suite 107
Lenexa, KS 66219

T 816.945.5840

hwlochner.com

September 14th, 2016

Mr. Irl Tessendorf
City Administrator
City of Boonville
401 Main
Boonville, Missouri 65233

Re: Jesse Viertel Memorial Airport
Demolition and Clearing Runway 18 and 36 RPZ
MoDOT Project No. 13-034A-1
Lochner No. 000010870

Dear Irl:

As you know, we opened bids last week for the tree clearing project at the airport. I've enclosed a plan sheet for your use and file that depicts the areas where trees will be removed. Unfortunately, the low bidder did not submit the required DBE participation. MoDOT is currently reviewing their bid and will determine if a good faith effort was made to obtain the required DBE participation or if the City should proceed with the 2nd low bidder.

In an effort to allocate the City's expiring 2017 Non-Primary Entitlement funds prior to the September 30th deadline, MoDOT has drafted a State Block Grant Agreement that will cover the design costs the City has already incurred as well as a portion of future costs such as construction and inspection. The City needs to review/accept this grant offer and return to Amy Ludwig, MoDOT Aviation before the end of the current Federal Fiscal Year (September 30th). At a future meeting, the City will act on the bids received as well as the necessary inspection agreements.

If you have any questions, please do not hesitate to contact us.

Sincerely,

LOCHNER



Chris Flageolle, PE
Project Manager
Aviation

Encl.

CITY OF BOONVILLE
STREET, ALLEY AND SANITATION BOARD
MEETING

August 31, 2016

The Street, Alley and Sanitation Board met at the City Services Building at 1200 Locust Street, 6:30 p.m., Wednesday, August 31, 2016.

Members present: Lewis Miller, David Smith, and Brad Spears. Also present; Susan Meadows, Council Representative and M. L. Cauthon, Public Works Director.

Members absent or excused: Wayne Jones and Bill Sullivan

MINUTES: David Smith made a motion, seconded by Lewis Miller to approve the minutes of the June 29, 2016. The motion passed unanimously.

PUBLIC COMMENTS: None

OLD BUSINESS: Consider Recommending a One-Way traffic restriction on Walnut Street between Main and 4th Streets – committee members reported they have driven this block of Walnut several times and hadn't witnessed a specific problem. Members recognized that the opening of the new Casey's in the 900 block of Main Street might impact traffic on Walnut Street. Committee members were in agreement to see how traffic at the Casey's store develops. The motion was made by Lewis Miller, seconded by David Smith to table this agenda item until the January 2017 meeting. The motion passed unanimously.

NEW BUSINESS: Consider recommending removing a One-Way traffic restriction on Chestnut Street between 6th and Main Streets - Mr. Cauthon gave the committee the history on the one-way restriction. The restriction ran from the N / S alley mid-block west to Main Street. The reason was to facilitate movement of semi-trucks at the bakery. Committee members commented that since the bakery is out of business with no specific industry moving into the buildings, there is no known reason to continue with the traffic restriction. Members noted that removing the one-way restriction would aid in reliving occasional congestion on Main Street. Brad Spears made the motion, seconded by David Smith to recommend removing the One-Way traffic restriction on Chestnut Street between 6th and Main Streets. The motion passed unanimously.

MISCELLANEOUS: Mr. Cauthon briefed the committee on up-coming and on-going street maintenance and improvement projects.

ADJOURN: With no further business, the meeting was adjourned at 6:58 PM with a motion by Brad Spears seconded by David Smith. The motion passed unanimously.

Respectfully submitted,

M. L. Cauthon III

Tourism Commission Meeting Minutes
Tuesday, August 9, 2016, 12 p.m. at the Visitors Center

DRAFT—Not Approved by the Tourism Commission

Members Present: Julie Pasley, Deb Jewett, Robin Billings

Members Absent: Leah Jonkers, Gin O’Keefe, Ned Beach (Council Rep)

Others Present: Katie Gibson, Carolyn Heilman

I. Call to Order—12:13 p.m.

II. Public Comments—None

III. NEW BUSINESS

- a. **Minutes from May, 2016 meeting**— Deb motioned to approve as written and Robin seconded. Minutes were approved as presented.

- b. **July Financial Report**—It was approved as presented

c. **Open House and Awards-**

Katie recapped the open house and the awards ceremony from July 19th, and spoke on the press coverage of the event as well as all the local visitors that had been coming into see the new space since the open house.

- d. **Advertising Opportunities-** Katie showed the commission the information for advertising again in the state visitors guide. Everyone was in agreement to run the same size ad again this year.

- e. **Signage and Spring street additions for the warehouse-** Katie told everyone that she was working on ways to make signage clearer for the new building. With the monument sign Depot District on the Morgan street sign and adding an arrow to the one on Spring street. She also said that Peggy Guest that painted the outside of the warehouse, was putting together options for a separate sign to put on the building to make it clearer that it is the Visitors center and Museum. She also showed the banner drawing that Winky Frederick had put together to digitize and make into banners for the Depot District area.

- f. **Christmas Homes Tour and Festival-** Katie updated everyone on the homes that had already said they were participating in this year’s homes tour, and that we still needed at least one or two more to finish it out. Full on planning for the festival would start in October, but discussion of new ideas took place including having a couple of food vendors like the Shiners roasting nuts, hot cocoa, kettle corn etc.

- g. **Upcoming events-** Katie spoke on the upcoming events such as the Festival Bike tour on August 13th, Girlfriends Day downtown on August 11th, and the Festival of the Arts on August 25th – 27th.

IV. Old Business.—

- a. Guides- Katie gave updates on the walking tour guide, the top 10 rack card and the Visitors guide. With Katie being out for surgery, and the status of the paper and Edward being busy, all projects were put on hold.
- b. Holly Hughes Art Piece- Katie filled everyone in on the status of Holly's community art piece, and how she was rethinking the scale of the project, and in using the original piece vs. starting fresh. A new location was set for displaying the project and they had found recycled doors to mount the project on which helped that we wouldn't have mount anything on the brick walls.

V. Misc. – None

VI. Adjourn—1:21 p.m.

Respectfully submitted and emailed 9/9/16
Katie Gibson

Teresa Studley

From: Kate Fjell <kate.fjell@boonville-mo.org>
Sent: Wednesday, September 14, 2016 8:22 AM
To: teresa.studley@boonville-mo.org
Subject: BHPAC meeting cancelled

Follow Up Flag: Flag for follow up

Teresa-

Due to a lack of quorum, the Monday, September 12 BHPAC meeting was cancelled

Kate

Assistant to City Administrator
660-882-4003
401 Main Street
Boonville, MO 65233

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
September 15, 2016**

1. Follow up Items

2. Missouri Partnership-Sourced Attraction Activities

- a. **Project 20** (Nordyne Plant)
 - i. 8/16/2016 Email from Clint O'Neal – Short Term Delays
- b. **Project Tito** (Nordyne Plant)
 - i. Exchange of information continues – Helping Company with potential supplier prequalification. We have hired a plastics consultant to assist us. MOPAR and I will be splitting the estimated \$750 cost
- c. **Project Ascent** (Nordyne Plant)
 - i. CORE contact with MOPAR (Clint O'Neal)
- d. **Project Kay** (Spec Building AND Bakery)
 - i. Second site visit scheduled for tomorrow, 9/16
- e. **Project Max** (Indeeco Building)
 - i. No Activity

3. Locally-Sourced Attraction Activities

- a. **NEW – Project Sargent (Kemper)**
 - i. Initial pitch given to company on 9/9/16
- b. **NEW – Hotel Attraction Project**
 - i. Will be working with Tourism on justification/potential RFP for hotel
- c. **Project Bee** (Greenfield) – Agricultural Training and Demonstration Center
 - i. No Activity
- d. **Project Sword** (Greenfield)
 - i. No Activity - This project will be very slow to develop.
- e. **Project Corn** (Port Facility) – Alternative energy production
 - i. Working to schedule a tour of current facility for Port Authority folks and others
- f. **Project Bed** (Green Field or Kemper Campus) – Quasi-governmental service provider
 - i. No Activity expected until May 2017
- ~~g. **Project Sapphire** (Indeeco Building) – Manufacturer – Supplier to Project Egg~~
 - ~~i. No Activity~~
- h. **Project Teach** – Not "Official" yet
 - i. Exchange with company – likely event to be held in mid-August
- i. **Project Pen** (Green Field) – Materials Processing
 - i. No activity – company indicated next contact would be late fall / early winter

4. Expansion/Retention Activities

- a. Started dialogue with Boonville Correctional Center regarding an establishment/expansion of training programs. I believe this will be important to further show the community value to the institution

5. Economic Gardening Activities

- a. Heartland Farm Energy
 - i. Still working on land acquisition for demonstration facility/future expansion
 - ii. Expecting to hear contract news in late October

6. Community Engagement Initiatives

- i. No Activity

7. Workforce Development

- a. Certified Work Ready Community Designation
 - i. Now 97% complete. Working with Boonville Correctional Center and Testing Parties to close gap

8. Kemper Campus

- a. SFCC Officially opened the 'new' Science Hall and IT training center. Please see article from Dean Barber regarding the importance of training capabilities in town (**Handout**)
- b. Campus amenities were essential to pitch in Project Sargent

9. Other Matters

- a. Strategic Planning
 - i. Consideration of establishment of an Enhanced Enterprise Zone (**Handout**)
 - ii. Consideration of establishment of PACE Program (**Handout**)
 - 1. Article on El Paso County Tx (**Handout**)
 - 2. Cooper County has been participating for some time
 - iii. Review of the Incentives Matrix (**Handout**)
 - iv. Review of the Incentives Process Chart (**Handout**)
 - v. Review of 3 preliminary offer letters of incentives (**Handout**)
- b. CMMG Project sequence of events (**Handout**)
- c. Disclosure Rules for Tax Incentives? (**Handout**)
- d. Site Visit for Ameren charging station on 9/2
- e. Attended Animal Health Corridor Homecoming 8/29
- f. CORE meeting 9/15

10. Upcoming Activities

- a. I will attend KCALSI Dinner – 9/22
- b. BTEC Advisory Board – 9/26
- c. REDI Mixer – Attraction 9/27
- d. Bringing Up Business Week – 10/7-15

A Small Town with a Company on the Hill

by Dean Barber

What happens when a small, isolated, rural town faces the prospect of losing its single largest, dominant employer, the Company on the Hill?

You don't have to be an expert in much of anything to know that things can turn ugly fast if that were to happen.

Actually they already had in a community that I visited with colleagues last week. The Big Scare had gripped the place. Was the Company leaving or staying? Nobody knew for sure, but to hedge their bets, people were not in a buying mood. Everyone was sitting tight, waiting for things to play out.

About this time last year, prior to the announced exploratory merger talks between the Company on the Hill with a major competitor, about 35 houses were on the market in this small town of 7,000. Today, the number is approaching 250.

A Town Held Hostage

Before the Big Scare set in, the town wasn't exactly fat and happy, but like many places, it was probably too complacent. Whenever a single company or a single industry dominates a local economy, and this particularly holds true in a small town, that community, becomes dependent on the financial health of company or industry.

The town is held hostage, whether it realizes it or not.

The whole idea of economic diversification is spreading the risk, not having all your eggs in one basket. Again, you don't have to be an economist or an expert in economic development to figure that one out. That's common sense.

The Possibility Seers

Still, we were called in, hired by the town, to be the experts. We were not expected to bring immediate relief or quell the Big Scare. The Company on the Hill will stay or go regardless of our findings.

Our job is to look forward and see what the community can do and can become. We will make recommendations on how to achieve that sustainable future via a [SWOT](#) and target industry analysis. In that sense, we are the possibility seers.

We spent 2 ½ days in our client community last week, interviewing lots of people, looking at the data, and trying to get a feel for the place. We'll be going back in a few weeks to continue our probe.

I will not reveal the identity of the town at this stage, even if our hiring was announced in the local newspaper. But I can tell you that it sits in a sparsely populated area west of the Mississippi, where there are nearby family farms of 10,000 acres or more.

Tough Times for Farmers

We arrived during a perfect storm of sorts. It just so happens that the Big Scare had paralyzed the town, surrounded by a sea of farmland, at a time when commodity prices are at their lowest in years. Not many farmers are buying right now. Like the townsfolk, they are biding their time.

Recent projections from the U.S. Department of Agriculture show that farmers will harvest record corn and soybean crops. Some experts worry that corn prices, already below \$3 a bushel, could plummet to \$2.30 to \$2.50 a bushel, levels that farmers haven't seen in a decade.

Low commodity prices have rippled through the U.S. economy, helping drive massive corporate mergers such as Dow-DuPont, layoffs at farm equipment manufacturers and lower farmland prices. The deepening downturn is also weakening farm credit conditions, as farmers struggle to pay loans.

Sales of two-wheel drive 100-horsepower tractors in the United States declined 24 percent for July, with year-to-date sales down 24 percent, while four-wheel drive tractors dropped 48 percent year-over-year and were down 33 percent year-to-date, according to the Association of Equipment Manufacturers.

There are "large amounts of late model inventory on dealers' lots," said Charlie O'Brien, senior vice president for AEM.

What We Learned

It was a daunting 2 ½ hour drive back to a major airport to catch our flight home to Dallas. Tim Feemster and I, partnered on the project, talked about what we had learned. We agreed that this one was going to be a tough nut to crack for a variety of reasons. The day before, we listened to a gentleman who had invested his life savings in the community, buying and starting retail stores and building and operating apartments. A year ago, he had an occupancy rate of 95 percent. Today, because of the Big Scare, it's hovering around 60 percent.

All his store sales were down double digit, and he was having to dip into his retirement savings to make ends meet. It was gut-wrenching for us to hear his story, as he was nearly in tears.

But Wait, There's More

To make matters worse, the town's largest manufacturer recently shut down, with a loss of 150 jobs. The numbers pale in comparison to the Company on the Hill, but it was a substantial hit nonetheless. It would appear that many of the blue-collar production workers have simply moved on, left to find work elsewhere.

And if that were not enough, preliminary indications are there is no vocational training being offered at a community college in our small town. The nearest such courses being offered are on the main campus, 80 miles away.

Behind the Eight Ball

Now here is the deal, if Tim and I were representing a corporate client, a manufacturer, on a site search project, we would almost certainly scratch this community off our list by virtue of the fact that it is not offering vocational training.

Most manufacturers want and expect to have access to training for workers, typically in a community college setting. That's almost a given these days.

By not offering that, our client community is putting itself behind the eight ball in being able to compete for a manufacturing project. It's early in our investigation. We're going to learn more. The data will reveal things as will our interviews. Our views will sharpen with time.

You Can Go Home Again

Throughout rural America, there are countless parents who only wish there were more opportunities for their children and grandchildren to remain in their hometowns with meaningful jobs. Too often the case, young people must leave to find their paths of life.

Some, if they are lucky and are of the mind to, do come back home, typically when they have more job-related experience and have something to offer.

In my travels throughout rural America, I have met many young professionals who wanted to come home and were able to come back home, because they had the needed job experience to fill a particular need in a small town.

From so many adult sons and daughters of small towns, who are now parents themselves, I have heard them say that they wanted to come back to their hometown because it was a good place to raise a family. They remember their own upbringings.

Tim and I heard the very same thing from a young executive who worked for the Company on the Hill. He had made his bones elsewhere. He wanted to come home with his new family. He knew that life could be good there.

But life is only good for those who do have the jobs to support themselves and their families. Accountants, teachers and doctors have the skill sets that often allow them to come back home to that small town in rural America if that is what they want.

But they are likely are minority. Most cannot or will not come back, unless to visit family. That's just the way it is.

I'll see you down the road.

Dean Barber is the president/CEO of Barber Business Advisors, LLC, a location advisory and economic development consulting firm based in Dallas. He can be reached at dbarber@barberadvisors.com or at 972-890-3733. Mr. Barber is available as a keynote speaker.

Jim Gann

From: Mel Zelenak <mel@malyrealty.com>
Sent: Friday, August 12, 2016 3:23 PM
To: bobcirish@gmail.com; cgaines@centralmethodist.edu; coopercounty@hotmail.com; don.baragary@coopercountymo.gov; henderle@classicnet.net; harry.enderle@alliantbank.com; itess@boonville-mo.org; juliethacher@sbcglobal.net; khirlinger@imagetechmo.com; lfoverton@hotmail.com; morriscarter1@hotmail.com; daviscomm@hotmail.com; trgreis@att.net; tom.halford53@gmail.com; wlwooldridge@sbcglobal.net; wmeyer50@hotmail.com; becky.ehlers@gmail.com
Subject: Jim Gann
Follow Up Flag: Flag for follow up

All,

My name is Mel Zelenak and I'm a broker with Maly Commercial Realty, Inc. in Columbia, MO. I recently had the pleasure of working with Jim Gann on the former Indeeco building at 2301 Boonslick Drive in Boonville. I am writing today to express to you my sincere gratitude for having the opportunity to work with such a fine gentleman.

Our firm participates in a fairly substantial amount of nationwide development and I can honestly say Jim has been the best / most impressive individual I have had the opportunity to work with from the economic development end of the equation. I know I don't need to tell you, but you obviously have a "keeper" in Mr. Gann. Jim was a true professional from Day 1 and was incredibly helpful throughout the entire purchase process.

Thank you for your attention to this email and have a great weekend.

Mel Zelenak
Maly Commercial Realty, Inc.
213 N Stadium Blvd. Suite 203
Columbia, MO 65203
Phone: (573) 443-3200
Cell: (573) 999-3131

BUILDING INSPECTOR REPORT
AUGUST 2016

Permits Issued – 14

Inspections conducted – 33
Including final inspections for occupancy on new Casey's

Phone Calls – General – 59

Answered 6 Zoning Questions

Inspections on 2 dangerous building notifications that were issued.
1 repaired
1 demolished

Continued with property maintenance inspections in Ward 2

Continued help with Street Department on force main

MEMORANDUM

TO: Irl Tessendorf, City Administrator

FROM: Gary W. Nauman, Director of Parks *gun*

DATE: August 31, 2016

SUBJECT: August 2016 Activity Report

We continue to have a good run at the Aquatic Center. Our final attendance and concessions numbers continue to be ahead of 2015 and will actually exceed 2014's numbers. As of August 22nd, attendance was 24,909, admissions revenue is \$65,318.26 and concessions revenue is \$25,830.55. Close out numbers as of September 6, 2015 were attendance was 21,648, admissions \$66,178.50 and concessions was \$25,416.50. While attendance is up but admissions revenue is down by \$759.00, I believe that more people are taking advantage of the season passes. I believe we cannot raise day pass rates, but should seriously look at raising family season pass rates and our commercial daycare pass rates for 2017. The modest increase in concessions revenue is a result of increased wholesale prices of concession items. These will need to be evaluated prior to the 2017 season as well.

The Aquatic Center was open daily through August 16th and then on August 20-21. August 21st was the last day of the season. As I reported in July, we lost enough staff with the start of the school year that we could not man the Lifeguard chairs. Michelle Ruesing conducted Lifeguard certification training at the Aquatic Center August 24-27th and we will then start to winterize.

We took delivery on the cushion tiles for the playground at Harley Park on August 11. The installers were scheduled to be on site August 22, but called and changed that until after Labor Day.

If you have noticed or anyone has commented to you, we had to remove the remaining Arbitivi at Morgan St. Park. They were plagued by bagworms and had mites. We have struggled the last couple years with them and had to remove several last season. I have had a conversation with Jeff Oberhaus, Vintage Hills Nursery and he has evergreens that are less susceptible to bagworms and mites called Taylor's Juniper. They are a native plant and we may try to plant some this fall.

Fall soccer is just around the corner. BSA starts league play on Aug 28th and the Y starts the following September 10th. Boonville High School Girls softball kicks off with their first home game on August 20, when they host the annual Leadoff Classic.

We had a water leak on August 6th at Rolling Hills. The 2 inch water line that goes to the restrooms and concession stand broke between the meter pit and the grandstand. We had water spraying 6 or 7 feet out of the hillside. Public Works was able to make the repairs on Aug 8th and everything is back open.

Emancipation Day 2016 is in the record book. Everything at Harley Park went smoothly again this year. We started the day with Parkway Drive closed between shelter house 1 and 3 as we have done for many years in the past. After discussing the situation with the Police Officers in the Park, Parkway Drive was opened back up by 10:00 a.m. There just wasn't that much traffic to be concerned with. I have already made a note in the file to look at the traffic situation more closely prior to 2017.

We opened bids for the 2016 Tree Maintenance Program on August 26th. I had sent out bid packets to five different Tree Services and only received two back. The low bidder was Arbor Masters Tree and Landscaping, Shawnee Mission, KS with a bid of \$10,680.00. The other bid was from Braik's Tree Care, Columbia, MO for \$12,375.00.

At the last Project Pele` Committee meeting, we approved the revised site plan. Scott Vogler is moving forward with creating a bid packet for dirt work and that may go out the first week of January 2017. The bid packet could possibly be presented to the City Council for approval in March of 2017. The dirt work will probably take 3-5 months depending on weather, so you could conceivably see finish work start on the soccer fields next fall.

I am sure you have all seen or heard that the Administration Building at Kemper is on the ground. Cody Martin started demolition on August 8th. Cleanup continues and will be ongoing for a couple weeks.

State Fair Community College has taken possession of Science Hall at Kemper and is doing final cleanup and floor work prior

to moving in furniture. Classes began on August 22nd with an open house and ribbon cutting on September 1st.

The work on the Central Missouri Cancer Memorial Park has started once again. The ribbon sidewalk has been poured as well as the sidewalk that connects to Science hall which will serve as the main entrance. The contractor is laying irrigation lines and laying out planter beds. There have been discussions with Charlie Melkersman, Wes Davis and Charles Haines about clearance on the Third Street side for any future need to drive larger trucks around. CMCMP is hoping for a ribbon cutting and grand opening sometime in September.

Public Works Monthly Report
August 2016

WWTP:

Total flow processed - 28,480,000 gallons

Average daily flow - 919,000 gallons

Sludge disposed - 97.97 tons

Precipitation - 4.13" total

Remarks:

WTP:

Gallons pumped from river - 34,952,000 gallons

Gallons pumped to customer - 34,031,000 gallons

Precipitation - 4.13" total

Water Distribution / Sewer Collection:

Installed or renewed water service - 5

Remarks - Began task to lower 4" water main and renew all services for 8th Street improvement project; Assisted school district with repair of 3" service line leak at Btech building; Repaired 2" water main leak at Rolling Hills Park; repaired 2" water mail leak at 2425 Mid-America Industrial Drive; raised meter pits at new Casey's site; cut-off and removed old service line for building previously on site of new Casey's; jetted sewer lines at MFA elevator on Sportsman Road; built dumpster ramp at WWTP; repaired excavation sites; backfilled hole in street at 1005 Windsor Street; pulled down two storm damaged trees on Isle of Capri parking lot at Katy Trail; TV inspected and jetted sewer lines for Blackwater; continued systematic inspection of manholes; continued updating sewer system maps; routine sewer jetting and TV inspection.

Street Department:

Completed construction of Parallel Force Main Project on Water Street; patched pot holes in CCMH parking lot and driveway; repaired utility street cuts; patched potholes.

Central Garage:

Vehicles serviced and inspected - 7

Vehicle and equipment repairs - 16

Remarks: repaired and supervised repair of street cuts and pot hole patching.

Project Status:

1) WTP UV Disinfection Project: Contractor - J. Louis Crum Corp. On site.

2) Water Tank Mixer and Vent Project: Contractor - Utility Service Corp. Have exchanged contract documents. Contractor ordering parts and material.

3) Parallel Force Main Project: Contractor - City of Boonville Staff. Project substantially complete

4) WWTP Scum Trough Project: Contractor - Fab Tech. Completed

5) Concrete Street Repairs 2016: Contractor - Stockman Construction Corp. On site

6) Pavement Seals Project 2016: Contractor - Vance Brothers. Scheduled to be on site September 2, 2016

**PROUDLY
SERVING**

MISSOURI

Atchison County

Bonne Terre

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 August 2016

Submitted by Alliance Water Resources, Inc. for

September 2016

City Council Meeting



August 2016 Report to the City of Boonville

PROUDLY SERVING

MISSOURI

Atchison County

Bonne Terre

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

Russellville

St Charles County #2

St Genevieve

Sedalia

Versailles

IOWA

Maquoketa

Tipton

Water Treatment Plant Operations & Maintenance

- Normal operations and maintenance were performed this month.
- Shipped three chemical scales to Scaletron for repair from the lightning damage on the 31st of July. They repaired them and we had them reinstalled in about two weeks.
- Operated the Cat tower control valve by hand most of the month.
- Finished repairing the Cat tower
- Installed a new PLC for the turbidimeters. It was damaged by lightning on the 31st of July.
- Broken window in the filter room. We believe a rock hit it. It was replaced by Central Missouri Glass.
- Replaced a shut off valve on the chlorine feed line.
- The copper sulfate chemical pump quit working. Replaced with a spare that was on hand.
- Finished the repairs at the water plant from the storm on the 31st of July.
- Installed a new discharge pressure transducer on the East and West River Pumps.
- Set up the polymer line to prepare for bypassing the basins for cleaning.

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)

Project Updates

- Meeting with Don Fritz and Tony Watring to discuss the plan for the UV construction.
- Construction has started on the UV project. They were taking materials down to the basement.
- Started on the SCADA upgrade.

Safety

- The Boonville Division had no accidents in August.
- Changed the water in the self-contained eye wash stations.

Filter Room Window



Pressure Transducer



ALLIANCE WATER RESOURCES BOONVILLE DIVISION

AUGUST 2016

WEATHER & RIVER CONDITIONS

1. River Stage:	Average:	11.32	Maximum:	17.51	Minimum:	8.46
2. High Temperature:	Average:	86.06	Maximum:	96	Minimum:	76
3. Low temperature:	Average:	69.03	Maximum:	76	Minimum:	58
4. Precipitation:		4.13	liquid inches			

PUMPING

1. Million Gallons Pumped:	34.952	Average /day:	1.13
2. Million Gallons Filtered:	34.134	Average /day:	1.10
3. Hours #1 Pump Operated:	0	Average /day:	0.00
4. Hours #2 Pump Operated:	222.75	Average /day:	7.19
5. Total Hours River Pumps Operated:	222.75	Average /day:	7.19
6. Main St. Booster Station Gallons Pumped:	3.226	Average /day:	0.111241379

FILTRATION

1. Hours Transfer Pumps Operated:	140.75	Average/day:	4.54
2. Hours Tower Pump Operated:	2.50	Average/day:	0.08
3. Filters Washed:	9		
4. Gallons Washwater Used:	0.474		
5. % Treated water used in backwashing:	1.36		

MATERIALS PRECIPITATED DURING TREATMENT (IN TONS)

Calcium Carbonate	2.997173
Magnesium Hydroxide	1.461365
Aluminum Hydroxide	0
Lime Inerts	0
Polymer	0.648
Others	0
Total	5.106538

Effect Of Materials Precipitated On Missouri River

Increase In River Water Suspended Solids: 0.0008412588282 mg/L

LABORATORY ANALYSIS

TESTS	RAW	PRESET	PRIMARY	FILTERS	BOF	TAP
Temperature	26 ° C	X	X	X	X	26 ° C
Fluoride (ppm)	X	X	X	0.30	X	0.64
Free Cl2 Residual (ppm)	X	X	X	1.74	0.45	0.26
Total Cl2 Residual (ppm)	X	X	X	1.86	X	1.94
Turbidity (NTU)	213	2.45	0.89	0.64	X	0.06
pH	7.91	8.0	8.0	7.7	X	7.9
Total Alkalinity (ppm)	X	166	X	X	X	163
Non Carb Hardness (ppm)	X	42	X	X	X	41
Total Hardness (ppm)	X	207	X	X	X	205
Calcium Hardness (ppm)	X	136	X	X	X	118
Magnesium Hardness (ppm)	X	71	X	X	X	86
Total Iron (ppm)	0.05	X	X	X	X	0.01
Manganese (ppm)	0.05	X	X	0.05	X	0.01
Copper (ppm)	X	X	X	X	X	0.07
Total Dissolved Solids (ppm)	X	X	X	X	X	358
Bacteriological Samples Examined:				10		
Bacteriological Samples Positive:				0		
Bact. Samples Below 0.2 ppm Cl2:				0		
Average Free Chlorine in Dist. System at time of Bact. Samples (ppm):				0		
Average Total Chlorine in Dist. System at time of Bact. Samples (ppm):				2.14		
Total # tap turbidity samples taken for month:				211		
Average # of tap turbidity samples taken daily:				6.806452		
Total # tap turbidity samples taken for month below 0.3 NTU:				211		
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:				1.94		
Duration Total Chlorine fell below 1.0 ppm:				0		

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

FWS NAME CITY OF BOONVILLE		FWS ID MO3010089		MONTH AUGUST			
ADDRESS 901 RIVIERA DRIVE		PHONE (660) 882-4021		YEAR 2016			
CITY BOONVILLE, MO		ZIP CODE 65233	COUNTY COOPER COUNTY		PLANT Main Plant		
<i>(See instructions on back of this sheet)</i>							
DISTRIBUTION DISINFECTION 1 Number of samples analyzed A <u>10</u> 2 Number of samples below 0.2 mg/L B <u>0</u> $[(A-B)/A] \times 100 = C$ <u>100</u> % meeting minimum disinfection required 3 Avg. dsfcnt residual for month <u>2.14</u> mg/l			TURBIDITY 1 Total number measurements taken monthly A <u>211</u> 2 number of measurements below 0.3 NTU B <u>211</u> $[B/A] \times 100 = C$ <u>100</u> % 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 exceed	
						1 NTU	5 NTU
1	4.25	28	1.13	0.06	0	0	0
2	5.50	28	1.19	0.06	0	0	0
3	5.25	27	1.91	0.06	0	0	0
4	4.50	27	1.50	0.06	0	0	0
5	9.00	26	1.24	0.06	0	0	0
6	3.00	25	2.22	0.05	0	0	0
7	4.00	25	1.42	0.05	0	0	0
8	4.50	26	2.75	0.06	0	0	0
9	4.25	26	1.78	0.06	0	0	0
10	6.00	26	2.63	0.06	0	0	0
11	4.00	26	2.87	0.06	0	0	0
12	6.50	27	1.33	0.06	0	0	0
13	3.25	27	1.85	0.07	0	0	0
14	4.25	28	2.29	0.07	0	0	0
15	4.50	27	2.16	0.07	0	0	0
16	3.50	28	2.16	0.06	0	0	0
17	4.25	26	1.77	0.07	0	0	0
18	3.75	27	2.71	0.07	0	0	0
19	5.00	27	2.30	0.06	0	0	0
20	5.00	27	1.43	0.06	0	0	0
21	4.25	25	1.96	0.06	0	0	0
22	5.50	26	1.21	0.06	0	0	0
23	4.00	26	1.76	0.06	0	0	0
24	4.50	26	1.51	0.06	0	0	0
25	3.50	26	2.15	0.06	0	0	0
26	4.25	26	2.31	0.06	0	0	0
27	4.50	26	2.05	0.06	0	0	0
28	5.00	26	2.19	0.06	0	0	0
29	3.50	26	2.00	0.06	0	0	0
30	5.00	26	2.56	0.06	0	0	0
31	5.00	26	1.72	0.06	0	0	0
Name of Person Preparing Report Todd W. Baslee			Signature of Responsible Official 		DATE 9/12/2016		

MO 760 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

- On Line 1, enter the total number of samples from the distribution system that were analyzed for residual disinfectant concentration (total chlorine or combined chlorine) during the month. The residual disinfectant concentration measurements must be taken at the same time and location as your routine monthly coliform samples. This is the value for A.
- On line 2, enter the number of samples for the distribution systems that had less than 0.2 mg/l residual disinfectant concentration. This is the value for B.
- 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 = $[(20-3)/20] \times 100 = 85\%$
- On line 3, enter the arithmetic average for all residual disinfectant samples taken during the month.

Turbidity:

- On line 1, enter the total number of combined filter turbidity measurements taken during the month. This is the value for A.
- 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.
- 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 = $(117/120) \times 100 = 97.5\%$

Hours of Operation

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

Finished Water Temperature

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

Lowest Residual Disinfectant at Entrance to Distribution System:

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

Duration Residual Disinfectant Fell Below Requirement:

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

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

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

INDIVIDUAL FILTER MONITORING & REPORTING

- Was filter continuously monitored for turbidity and results recorded every 15 minutes?
- Was there a failure of the continuous turbidity monitoring equipment?

NO
YES

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

- Was any individual filter level > 1.0 NTU in two (2) consecutive recordings fifteen (15) minutes apart? (If YES, perform "follow-up actions" no. 1)

YES
NO

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

NO

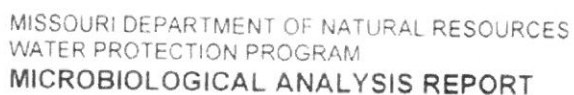
- Was any individual filter turbidity level > 2.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart for two (2) consecutive months? (If YES, perform "follow-up actions" no. 3)

NO

"FOLLOW-UP ACTIONS to PERFORM"

- Report filter number(s); turbidity measurements which exceed 1 NTU, and date(s) the exceedance(s) occurred and causes if known.
- Conduct a "Self-Assessment" of the filter(s) within fourteen (14) days of the triggering event. The system must report the date the self-assessment was triggered and the date it was completed.
- 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 within 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.



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

Zimbra

charissa.mayes@boonville-mo.org

Code Provision

From : Charissa Mayes <charissa.mayes@boonville-mo.org> Wed, Sep 07, 2016 08:54 AM
Subject : Code Provision

To : Ned Beach <ncbeach@cebridge.net>, Susan Meadows
<meadowssusan@att.net>, Whitney Venable
<whitneyvenable@hotmail.com>, Becky Ehlers
<becky.ehlers@gmail.com>, Carter, Morris
<morrisccarter1@hotmail.com>, Dorman, Vanessa
<vdorman@boonslickheartlandymca.org>, Stock, Michael
<michael.stock93@gmail.com>

Cc : Irl Tessendorf <itess@boonville-mo.org>

https://www.municode.com/library/mo/boonville/codes/code_of_ordinances?nodeId=COGEOR_CH2AD_ARTIIIOFEMGE_DIV5CIATCO_S2-75DU

Above is the link to the City Ordinance that prescribes the duties of City Attorney and City Counselor. This is a follow up to Councilman Beach's inquiry at last night's meeting.
Charissa

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Charissa Mayes
City Counselor and City Planner
City of Boonville
401 Main Street
Boonville, Missouri 65233
(660)882-4002

I am communicating with you by email because it is my understanding that you consent to this form of communication. Please be advised that such communications may be intercepted as they travel through the Internet or any network to which you are connected, or from your own computer. Communications could be randomly intercepted by a disinterested person or intentionally intercepted by an interested person. If you do not presently consent to email communication with me or you later decide to withdraw consent to same, please advise me at once.

Sec. 2-75. - Duties.

- (a) *City attorney.* The city attorney shall prosecute all persons charged with violating ordinances of the city; and, to that end, he or she shall attend the circuit court, municipal division, and prosecute all complaints and information that may be brought by the city therein; he or she shall also handle all appeals in which the city is a party arising from the circuit court, municipal division. The city attorney shall perform such other duties as prescribed by state law. The city attorney's position is a part time position. In the normal exercise of the city attorney's duties, the city would anticipate the attorney to expend an average of 15 hours per month. In the event the city attorney, on a fiscal year basis, would expend in excess of 180 hours of time in the performance of his or her duties, he or she may request that the city council award reasonable compensation for time spent in excess of 180 hours. The city council of the City of Boonville, in the exercise of reasonable discretion, shall determine what, if any, additional compensation is reasonable for the hours expended by the city attorney in excess of 180 hours per year.
- (b) *City counselor.* The city counselor shall attend all meetings of the council unless excused by the mayor from attending said meeting. He shall draft all ordinances and contracts and all legal forms of every kind, give legal advice to the city council and other officers of the city and see that the bonds of all city offices are in legal form and properly executed. He shall represent the city in all other cases and all courts of record in this state other than those prescribed for the city attorney, as described in the preceding paragraph. He shall attend to and prosecute, on behalf of the city, all suits instituted for the collection of delinquent and back taxes, all suits or proceedings brought to enforce payment of any other tax, license or revenue whatsoever due the city. It shall be the duty of the city counselor in all proceedings for the condemnation of private property for public use to exercise a supervision over the same, prepare all legal papers connected therewith and see that all notices return a service thereon, verdicts or juries and other proceedings are in proper form and in accordance with the law. The city counselor shall also perform such other duties which shall be prescribed by ordinance or shall be ordered by the council or mayor.

(Ord. No. 2863, §§ 1, 2, 2-1-88; Ord. No. 3861, § 1, 5-20-02)

State Law reference— Duties of city attorney, RSMo. 98.330; office of city counselor, RSMo 98.340.



Missouri Gaming Commission

State/Local Allocation of Gaming Revenues

For the Period 8/1/2016 through 8/31/2016
Year beginning 8/1/2016



RECEIVED
9/13/16

RPT MGC/3

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of Adm Tax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
08/01/2016	Monday	\$6,696.00	\$28,929.21	\$35,625.21	\$3,348.00	\$26,036.29	\$2,892.92	\$6,240.92
08/02/2016	Tuesday	\$9,168.00	\$39,041.74	\$48,209.74	\$4,584.00	\$35,137.57	\$3,904.17	\$8,488.17
08/03/2016	Wednesday	\$8,490.00	\$39,725.66	\$48,215.66	\$4,245.00	\$35,753.09	\$3,972.57	\$8,217.57
08/04/2016	Thursday	\$9,848.00	\$44,974.92	\$54,822.92	\$4,924.00	\$40,477.43	\$4,497.49	\$9,421.49
08/05/2016	Friday	\$12,262.00	\$56,517.21	\$68,779.21	\$6,131.00	\$50,865.49	\$5,651.72	\$11,782.72
08/06/2016	Saturday	\$16,608.00	\$80,761.88	\$97,369.88	\$8,304.00	\$72,685.69	\$8,076.19	\$16,380.19
08/07/2016	Sunday	\$11,642.00	\$60,463.52	\$72,105.52	\$5,821.00	\$54,417.17	\$6,046.35	\$11,867.35
08/08/2016	Monday	\$5,596.00	\$24,886.88	\$30,482.88	\$2,798.00	\$22,398.19	\$2,488.69	\$5,286.69
08/09/2016	Tuesday	\$8,884.00	\$37,382.87	\$46,266.87	\$4,442.00	\$33,644.58	\$3,738.29	\$8,180.29
08/10/2016	Wednesday	\$8,098.00	\$44,394.03	\$52,492.03	\$4,049.00	\$39,954.63	\$4,439.40	\$8,488.40
08/11/2016	Thursday	\$10,368.00	\$42,921.25	\$53,289.25	\$5,184.00	\$38,629.13	\$4,292.12	\$9,476.12
08/12/2016	Friday	\$11,606.00	\$56,476.05	\$68,082.05	\$5,803.00	\$50,828.45	\$5,647.60	\$11,450.60
08/13/2016	Saturday	\$14,482.00	\$78,203.36	\$92,685.36	\$7,241.00	\$70,383.02	\$7,820.34	\$15,061.34
08/14/2016	Sunday	\$10,604.00	\$55,165.55	\$65,769.55	\$5,302.00	\$49,649.00	\$5,516.55	\$10,818.55
08/15/2016	Monday	\$5,604.00	\$22,435.93	\$28,039.93	\$2,802.00	\$20,192.34	\$2,243.59	\$5,045.59
08/16/2016	Tuesday	\$11,124.00	\$42,602.19	\$53,726.19	\$5,562.00	\$38,341.97	\$4,260.22	\$9,822.22
08/17/2016	Wednesday	\$7,474.00	\$39,416.81	\$46,890.81	\$3,737.00	\$35,475.13	\$3,941.68	\$7,678.68
08/18/2016	Thursday	\$9,144.00	\$45,023.31	\$54,167.31	\$4,572.00	\$40,520.98	\$4,502.33	\$9,074.33
08/19/2016	Friday	\$12,268.00	\$53,318.42	\$65,586.42	\$6,134.00	\$47,986.58	\$5,331.84	\$11,465.84
08/20/2016	Saturday	\$17,444.00	\$73,472.17	\$90,916.17	\$8,722.00	\$66,124.95	\$7,347.22	\$16,069.22
08/21/2016	Sunday	\$12,908.00	\$58,309.30	\$71,217.30	\$6,454.00	\$52,478.37	\$5,830.93	\$12,284.93
08/22/2016	Monday	\$5,508.00	\$24,798.72	\$30,306.72	\$2,754.00	\$22,318.85	\$2,479.87	\$5,233.87
08/23/2016	Tuesday	\$8,060.00	\$24,674.61	\$32,734.61	\$4,030.00	\$22,207.15	\$2,467.46	\$6,497.46
08/24/2016	Wednesday	\$6,788.00	\$32,987.05	\$39,775.05	\$3,394.00	\$29,688.35	\$3,298.70	\$6,692.70
08/25/2016	Thursday	\$9,418.00	\$49,295.48	\$58,713.48	\$4,709.00	\$44,365.93	\$4,929.55	\$9,638.55
08/26/2016	Friday	\$15,122.00	\$60,103.77	\$75,225.77	\$7,561.00	\$54,093.39	\$6,010.38	\$13,571.38
08/27/2016	Saturday	\$14,784.00	\$78,946.45	\$93,730.45	\$7,392.00	\$71,051.81	\$7,894.64	\$15,286.64
08/28/2016	Sunday	\$11,178.00	\$47,326.88	\$58,504.88	\$5,589.00	\$42,594.19	\$4,732.69	\$10,321.69
08/29/2016	Monday	\$4,912.00	\$22,419.96	\$27,331.96	\$2,456.00	\$20,177.96	\$2,242.00	\$4,698.00
08/30/2016	Tuesday	\$8,220.00	\$37,842.52	\$46,062.52	\$4,110.00	\$34,058.27	\$3,784.25	\$7,894.25
08/31/2016	Wednesday	\$9,164.00	\$40,615.12	\$49,779.12	\$4,582.00	\$36,553.61	\$4,061.51	\$8,643.51
Casino Report Totals:		\$313,472.00	\$1,443,432.82	\$1,756,904.82	\$156,736.00	\$1,299,089.56	\$144,343.26	\$301,079.26
Casino YTD Totals:		\$313,472.00	\$1,443,432.82	\$1,756,904.82	\$156,736.00	\$1,299,089.54	\$144,343.28	\$301,079.28

Friday, September 9, 2016

*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