

**CITY OF BOONVILLE
DANGEROUS BUILDING HEARING
AGENDA
August 17, 2015
6:15 p.m.**

Evidentiary Hearing for Dangerous Building at 1101 Rural Street

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
August 17, 2015
7:00 p.m.**

Public Hearing

7:00 P.M. – Establishing the Tax Levy for Fiscal Year 2015-16 beginning April 1, 2015

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

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the August 3, 2015 Council Meeting

V. Consent Items

a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) Recognition of Steve Young, former Ward One Councilman

B) Fiscal Year 2014-15 Audit Presentation by Fred Korte of Gerding, Korte & Chitwood

VIII. New Business

A) Accept Mayor Thacher's recommendation of Michael Stock for Ward 1 Councilman (Swearing In Following Vote)

B) First and Second Reading of Bill No. 2015-026 Establishing the Tax Levy for FY 2015-2016

C) Consider Resolution R2015-13 Approving Terms of Engagement with Lauber Municipal Law, LLC

D) Discussion of renewal of Alliance Water Resources, Inc. Professional Services Agreement at Water Treatment Plant

E) First Reading of Bill No. 2015-027 Requesting Voluntary Annexation and Zoning of June Ramer property at 17923 Stewart Drive and setting a public hearing for September 21, 2015

F) Consider Approval of Highway Road Salt Bid for FY 2015-16

IX. Reports of Standing Committees

- A) Board of Public Works (Becky Ehlers)
- B) Planning and Zoning Commission (Ned Beach)
- C) Police Board (Henry Hurt)
- D) Historic Preservation Board (Susan Meadows)
- E) Boonville Housing Authority (Mark Livingston)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

City Clerk

XI. Miscellaneous

XII. Adjourn

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

DRAFT COPY PENDING REVIEW AND APPROVAL OF CITY COUNCIL

City of Boonville
City Council Meeting
Minutes
August 3, 2015

The Boonville City Council met in Regular Session on August 3, 2015 at 7:00 p.m. in the Council Chambers. The following officers were present: Julie Thacher, Mayor; Irl Tessendorf, City Administrator; Megan McGuire, City Counselor; and Teresa Studley, City Clerk.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order at 7:00 p.m. and Ms. Susan Meadows led the prayer after the pledge of allegiance.

Mayor Thacher advised that the agenda includes some first and second readings that need to have a majority vote. Therefore, with the vacancy of Ward 1, and the absence of Council Persons Becky Ehlers and Kari Evans, city staff were able to have Ms. Evans phone in and is present on the phone with the council for the meeting.

ROLL CALL

The following Council Representatives were present: Kari Evans (via phone), Susan Meadows, Ned Beach, Henry Hurt, Mark Livingston, and Vanessa Dorman. Council Person Becky Ehlers was absent. Ward 1 Council Seat Vacant.

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE JULY 20, 2015 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

The following Consent Items was presented for approval:

- a) Consider Change Order No. 1 from Vance Brothers Inc., in the Amount of <\$13,812.11> CREDIT, for the Asphalt Pavement Seals 2015
- b) Consider Change Order No. 2 from Concrete Solutions, LLC, in the Amount of \$9,648.88, for the MoDot Project Number STP 1300 (508) Locust St. and

- Kemper Dr. repairs
- c) Consider Pay Request No. 2 from Concrete Solution LLC, in the amount of \$48,853.13, for Locust Street & Kemper Drive Repairs STP 1300(508)

Ms. Meadows moved and Mr. Hurt seconded the motion to approve the Consent Item. Ayes: Evans, Meadows, Beach, Hurt, Livingston, and Dorman. Total (6); Opposed: None, Total (0); Absent: Ehlers, Total (1). Motion Carried.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Beach moved and Ms. Dorman seconded the motion for approval. Ayes: Evans, Meadows, Beach, Hurt, Livingston, and Dorman. Total (6); Opposed: None, Total (0); Absent: Ehlers, Total (1). Motion Carried.

UNFINISHED BUSINESS

None.

NEW BUSINESS

CONSIDER RESOLUTION R2015-12 RENEWING SUBLEASE AGREEMENT WITH MISSOURI PRESERVATION AT KATY DEPOT

Ms. Studley read the resolution in its entirety. Ms. Meadows moved and Mr. Hurt seconded the motion for approval. Roll call was taken on Ms. Meadows' motion. Ayes: Evans, Meadows, Beach, Hurt, Livingston, and Dorman. Total (6); Opposed: None, Total (0); Absent: Ehlers, Total (1). Motion Carried.

FIRST AND SECOND READING OF BILL NO. 2015-025 APPROVING REVISED SITE PLAN FOR RICK BALL CHEVROLET AT 2500 MAIN STREET

Mayor Thacher advised that for time considerations for Mr. Ball's project, the City Council is doing a first and seconding reading for the revised site plan. Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Livingston moved and Ms. Meadows seconded the motion for approval. Roll call was taken on Mr. Livingston's motion. Ayes: Evans, Meadows, Beach, Hurt, Livingston, and Dorman. Total (6); Opposed: None, Total (0); Absent: Ehlers, Total (1). Motion Carried.

***CONSIDER TEMPORARY STREET CLOSURES AND PARKING RESTRICTIONS
FROM THE CHAMBER OF COMMERCE FOR THE FESTIVAL OF LIGHTS
EACH THURSDAY IN SEPTEMBER***

Mayor Thacher advised that the proper notifications for the people impacted by the event have been made as can be seen in the council packet. Mayor Thacher advised that two representatives with the Chamber of Commerce, Laura Wax and Dianna Jensen, are at the meeting available for any questions. Mr. Beach moved and Mr. Hurt seconded the motion for approval of the temporary street closure and parking restrictions. Roll call was taken on Mr. Beach's motion. Ayes: Evans, Meadows, Beach, Hurt, Livingston, and Dorman. Total (6); Opposed: None, Total (0); Absent: Ehlers, Total (1). Motion Carried.

ACCEPT RESIGNATION OF WARD 1 COUNCILMAN MR. STEVE YOUNG

Mayor Thacher advised that the City of Boonville has received Mr. Steve Young's written resignation. Mr. Livingston moved and Ms. Meadows seconded the motion for approval. Roll call was taken on Mr. Livingston's motion. Ayes: Evans, Meadows, Beach, Hurt, Livingston, and Dorman. Total (6); Opposed: None, Total (0); Absent: Ehlers, Total (1). Motion Carried.

REPORTS OF STANDING COMMITTEES

PARK BOARD

Mayor Thacher advised that Mr. Gary Nauman is available for any questions. Mr. Beach questioned Mr. Nauman about who will be reviewing the question format of the Community Attitude Survey for the Kemper Master Plan. Mr. Nauman responded that Letitia Johnson, Community Development Specialist with the University of Missouri, is going to assist Mr. Nauman and the Park Board with developing the questions. Mr. Nauman advised that he will be meeting Ms. Johnson on August 10 to begin drafting the survey. Mr. Beach inquired who will be receiving the survey. Mr. Nauman responded that he will request a list of 500 random billing addresses from the Water Billing Office to send the survey.

PLANNING AND ZONING COMMISSION

Mayor Thacher advised that with the resignation of Mr. Steve Young, she had requested that Mr. Beach fill the position of Council Representative to the Planning and Zoning Commission, due to the fact that the position is a voting position. Mr. Beach advised the commission addressed the revised site plan for Rick Ball Chevrolet at 2500 Main Street.

CEMETERY BOARD

Ms. Dorman reported that she attended the meeting. Ms. Dorman advised that the

board discussed the placement of grave decorations. Ms. Dorman advised that Mr. Nauman will be doing more research for that discussion. Ms. Dorman advised that Ms. Judy Shields expressed her concern about the southwest corner of Sunset Hills Drive not been repaired.

STREET, ALLEY AND SANITATION BOARD

Mr. Hurt reported that the July 29, 2015 meeting was cancelled due to lack of agenda items.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was provided.

MAYOR

Mayor Thacher advised she has received the resignation of Mr. Tom Maxwell from the Planning and Zoning Commission due to health issues. Mayor Thacher requested that the City Council approve the appointment of Mr. Brent Bozarth to the commission. Mayor Thacher advised that Mr. Bozarth was the chair of the Cooper County Hospital Board for many years and has been very active in the community. Mr. Beach moved and Ms. Dorman seconded the motion to approve the appointment of Mr. Bozarth to the Planning and Zoning Commission. Roll call was taken on Mr. Livingston's motion. Ayes: Evans, Meadows, Beach, Hurt, Livingston, and Dorman. Total (6); Opposed: None, Total (0); Absent: Ehlers, Total (1). Motion Carried.

CITY COUNSELOR

No report was provided.

ECONOMIC DEVELOPMENT

No report was provided.

CITY CLERK

No report was provided.

BUILDING INSPECTOR

Mayor Thacher advised that the July 2015 reported is included in the packet. Mr. Steve Hage is not available for any questions. Mr. Beach questioned Mr. Tessendorf if the Inspections Conducted section could be categorized as to what type of inspections they are; whether they are dangerous buildings, new buildings, or new houses, etc. Mr. Tessendorf advised that the inspections are not related to code enforcement, the

inspections are generally for new buildings and houses; however, he will check with Mr. Hage for clarity. Mr. Beach requested to have the categories of inspections on future reports.

MISCELLANEOUS

None.

ADJOURN TO CLOSED SESSION RSMO 610.021 (1) LEGAL

Ms. Meadows moved and Ms. Dorman seconded the motion to adjourn to Closed Session RSMo 610.021 (1) Legal. Ayes: Evans, Meadows, Beach, Hurt, Livingston, and Dorman. Total (6); Opposed: None, Total (0); Absent: Ehlers, Total (1). Motion Carried.

ADJOURN

Following a return to Open Session, Ms. Dorman moved and Ms. Meadows seconded the motion to adjourn at 7:59 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 August 17, 2015 the sum of **\$339,972.72**

General Fund	\$123,576.90
Sanitation	\$3,635.94
CIP Tax	\$46,953.38
Water Works	\$9,365.09
Capital Projects	\$857.67
Waste Water	\$17,288.36
Tourism	\$49,085.50
Gaming	\$89,209.88
Parks/Water	\$0.00

Section 2: The Bookkeeper 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 \$339,972.72 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 August 17, 2015 read for the second time this 17th day of August 2015 since a copy was made available prior to the meeting.

Approved August 17, 2015

Mayor

Endorsed August 17, 2015: 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.

Bookkeeper

MEMORANDUM

DATE: August 5, 2015
TO: Mayor and City Council
FROM: Irl Tessendorf
SUBJECT: 2015 Property Tax Levy

I have scheduled the public hearing and ordinance setting the 2015 property tax levy for the August 17 meeting.

The ordinance is set for a first and second reading.

I normally do this over two meetings. However, this year, I did not receive the tax rate data from the County Clerk until August 4. The levy must be passed by September 1.

Given that there is no (material) change in this year's rate, I thought the two readings in one meeting was reasonable rather than the necessity of a special meeting.

This year's rate is .7034, which is a formulaic "tweek" to last year's rate of .7000 (1/3 Cent).

We still have a voluntary rollback of 3.2¢ (see enclosed sheets).

BILL NO. 2015-026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, ESTABLISHING THE RATE OF TAXES TO BE LEVIED ON ALL PROPERTY SUBJECT TO TAXES IN THE CITY OF BOONVILLE, MISSOURI, FOR THE FISCAL YEAR BEGINNING APRIL 1, 2015

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

SECTION 1: The rate of taxes for the use and benefit of the City of Boonville, Missouri, for the fiscal year beginning April 1, 2015, are hereby established as follows:

- 1.) The rate of taxes for the General Fund shall be Seventy Thirty-Four Hundredth Cents (\$.7034) for each One Hundred Dollars (\$100.00) assessed valuation.

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

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

FIRST READING: August 17, 2015

READ FOR THE SECOND TIME AND PASSED THIS 17TH DAY OF AUGUST 2015, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING AND BASED UPON INFORMATION RECEIVED SUBSEQUENT TO THE FIRST READING FROM THE MISSOURI STATE AUDITOR'S OFFICE INCLUDING FINAL NUMBERS AND PRO FORMA TAX RATE CALCULATIONS REGARDING TAX RATE CEILINGS AND COMPLIANCE WITH SECTION 137.073 RSMO AND ARTICLE X SECTION 22 MISSOURI CONSTITUTION, ALL OF WHICH HAVE BEEN INCLUDED IN A NOTICE OF PUBLIC HEARING AS PROVIDED BY LAW.

APPROVED THIS 17TH DAY OF AUGUST 2015

Julie Thacher, Mayor

ATTEST:

Mary McAllister, City Clerk

PUBLIC HEARING

A hearing will be held at 7:00 p.m., August 17, 2015, in the City Council Chambers, 525 East Spring Street, at which citizens may be heard on the property tax rates proposed to be set by the City of Boonville. The tax rates are set to produce the revenues which the budget for the fiscal year beginning April 1, 2015 and beyond, show to be required from the property tax. Each tax rate is determined by dividing the amount of gross revenue needed by the current assessed valuation. (The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation).

<u>ASSESSED VALUATION</u>	<u>CURRENT TAX YEAR</u> 2015	<u>PRIOR TAX YEAR</u> 2014
Real Estate	\$68,603,320	\$69,186,410
Railroad/Utility	7,448,494	7,101,254
Personal Property	20,266,087	19,855,145
Railroad/Utility	<u>1,323,076</u>	<u>1,248,170</u>
	\$97,640,977	\$97,390,979

The 2015 assessed valuation has been certified by the County Clerk and is subject to adjustment pending appeals to the County and State. The following tax rates are proposed. They are calculated based upon the current information supplied by the County Clerk. As such, they are subject to revision hereafter as the County Clerk provides final valuations. All calculations are designed to be in compliance with Missouri Constitution Article X, Section 22 and the Missouri Statutes.

The maximum tax rate allowable as per the Missouri Statues and Article X, Section 22 of the Missouri Constitution is \$0.7354 excluding the voluntary rollback taken by the City.

<u>GENERAL FUND</u>	<u>AMOUNT OF PROPERTY TAX REVENUES BUDGETED</u>	<u>PROPOSED TAX RATE (per \$100)</u>	<u>PRIOR TAX RATE (per \$100)</u>
Real Estate	\$491,000	.7034	.70
Personal Property	143,000	.7034	.70
Railroad	45,000	.7034	.70



Informational Tax Rate Data

(2015)

For Political Subdivisions OTHER THAN SCHOOLS Levying a Single Rate on ALL PROPERTY

City of Boonville

09-027-0002

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior
Year Tax Rate
Ceiling as if No
Voluntary
Reductions
were Taken

Informational Tax Rate Summary Page Information

A. Prior Year Tax Rate Ceiling (Prior Year Informational Tax Rate Data, Line F)	0.7318
B. Current Year Rate Computed (Informational Form A, Line 18 below)	0.7354
C. Amount of Increase Authorized by Voters for Current Year (Informational Form B, Line 15 below)	
D. Rate to Compare to Maximum Authorized Levy [Line B (if no election), Otherwise Line C (if there was an election)]	0.7354
E. Maximum Authorized Levy (Most Recent Voter Approved Rate)	1.0000
F. Tax Rate Ceiling if No Voluntary Reductions were Taken in a Prior Even Numbered Year (Lower of Line D or E)	0.7354

Informational Form A, Page 2 Information

9. Percentage Increase in Adjusted Valuation [(Form A, Line 4 - Line 8) / Line 8 x 100]	-0.4892%
10. Increase in Consumer Price Index as Certified by the State Tax Commission.	0.8000%
11. Adjusted Prior Year Assessed Valuation (Form A, Line 8)	97,390,979
12. (2014) Tax Rate Ceiling From Prior Year (Informational Summary Page, Line A from above)	0.7318
13. Maximum Prior Year Adjusted Revenue from property that existed in both years. [(Line 11 x Line 12) / 100]	712,707
14. Permitted Reassessment Revenue Growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a zero for Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.0000%
15. Additional Reassessment Revenue Permitted (Line 13 x Line 14)	0
16. Total Revenue Permitted in Current Year from property that existed in both years. (Line 13 + Line 15)	712,707
17. Adjusted Current Year Assessed Valuation (Form A, Line 4)	96,914,588
18. Maximum Tax Rate Permitted by Article X, Section 22 and Section 137.073 RSMo. If No Voluntary Reduction was Taken [(Line 16 / Line 17) x 100]	0.7354

Informational Form B, Page 2 Information

6. Prior Year Tax Rate Ceiling to Apply Voter Approved Increase to. (Informational Tax Rate Summary Page, Line A if Increase to an Existing Rate, Otherwise 0)	
7. Voter Approved Increased Tax Rate to Adjust (If an "Increase of" ballot, Line 5a + Line 6. If an "Increase to" ballot, Line 5b)	
8. Adjusted Prior Year Assessed Valuation (Form A, Line 8)	
9. Maximum Prior Year Adjusted Revenue from property that existed in both years. (Line 7 x Line 8 / 100)	
10. Consumer Price Index (CPI) as Certified by the State Tax Commission.	
11. Permitted Revenue Growth for CPI (Line 9 x Line 10)	
12. Total Revenue Allowed from the Additional Voter Approved Increase from property that existed in both years. (Line 9 + Line 11)	
13. Adjusted Current Year Assessed Valuation (Form A, Line 4)	
14. Adjusted Voter Approved Increased Tax Rate (Line 12 / Line 13 x 100)	
15. Amount of Rate Increase Authorized by Voters for the Current Year (If Line 7 > Line 14, then Line 7, Otherwise, Line 14)	

MEMORANDUM

DATE: May 12, 2015
TO: Mayor and City Council
FROM: Irl Tessendorf
SUBJECT: Agenda Items

1. Lauber Municipal Law, LLC

This is the small firm out of Lee's Summit I previously alluded to. They specialize in municipal law primarily relating to economic and community development. I anticipate using them as Special Counsel if any of our larger projects move forward.

2. Alliance Water Resources, Inc

The Management Agreement for the water plant expires in 2016. I have had some discussion on an extension. Basically none of the terms would change. I think everyone is satisfied and pleased with the current arrangements. The new term would need to be set. I enclosed a draft of the extension.

3. Annexation Request

This is a repeat from a couple of years ago. Some of you may recall that the Council disapproved this request at that time – brought forward by Jim Ramer (who has now passed away). This is his daughter and or wife. They have sewer problems. Staff did not encourage the new submittal. But they insisted.

RESOLUTION NO. R2015-13

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING TERMS OF ENGAGEMENT BY AND BETWEEN LAUBER MUNICIPAL LAW, LLC AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO SPECIAL ECONOMIC DEVELOPMENT LEGAL SERVICES; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville is evaluating economic development incentive issues on several projects; and

WHEREAS, these projects require professional legal services with special expertise in economic development tools and alternatives.

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

SECTION 1: That a certain Agreement between Lauber Municipal Law, LLC and the City of Boonville, Missouri relating to the Special Economic Development Legal Services, a copy of which is marked "Exhibit A" is attached hereto and made a part hereof, is hereby approved.

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

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

Passed this 17th day of August 2015, by the City Council of Boonville, Missouri

Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

July 23, 2015

Hon. Julie Thacher, Mayor
City of Boonville
401 Main Street
Boonville MO 65233

Re: Provision of Special Economic Development Counsel Legal Services

Dear Mayor Thacher:

You have requested that this firm serve as special counsel to the City of Boonville (the "City") for economic development incentives issues as requested from time to time by you and/or the City Administrator (the "Matters"). I am submitting this letter to you to serve as the written agreement for my firm's engagement to provide legal services concerning the Matters. We look forward to serving as special counsel for this engagement.

The City of Boonville will be our client for this engagement. I will be responsible for the engagement on behalf of our firm, Lauber Municipal Law, LLC. The scope of this engagement will be limited to the provision of legal services for the Matters described above unless otherwise directed by you. Our fees for this engagement will be based upon and billed at an hourly rate, at quarter-hour increments, for purposes of this engagement for the time devoted to it. Hourly rates for this engagement are as follows: Joe Lauber \$245; Associate Attorneys \$225; Law Clerk (non-lawyer) \$50 for work paid or reimbursed in accordance with a funding agreement between the City and a developer, or paid or reimbursed through a redevelopment or cooperative agreement associated with a funding mechanism requested by a developer or other applicant, whether or not at the City's request; and discounted rates for Joe Lauber \$200; Associate Attorneys \$185; Law Clerk \$50 per hour for work that is not paid or reimbursed in accordance with a funding agreement between the City and a developer, or paid or reimbursed through a redevelopment or cooperative agreement associated with a funding mechanism requested by a developer or other applicant, whether or not at the City's request.

The enclosed Additional Terms of Engagement shall govern the relationship unless otherwise agreed in this engagement letter, but please note the following:

- We will not charge the City for facsimiles;
- We will not charge the City for long-distance telephone charges (including facsimiles);
- We will not charge the City for in-house photocopies which do not exceed 100 copies in a month;

- We do not charge for regular mail, unless requested to undertake mass mailings of notices, etc., for which we would request reimbursement of actual costs;
- We will bill for 50% of time spent traveling to and from our office in Lee's Summit to City Hall in Boonville; and
- All hourly rates for the Matters are subject to annual adjustment on January 1 of each year based on the Consumer Price Index (CPI-U) as described in the enclosed Additional Terms of Engagement. The first such adjustment under this engagement would not become effective until January 1, 2017.

If you have any questions concerning the terms of this engagement, or if you ever have a question about my charges, or their reasonableness, please contact me at your convenience to discuss the matter. My engagement as special counsel for the City will begin upon my receipt of a signed copy of this agreement (by fax, mail or hand delivery). Thank you for choosing Lauber Municipal Law, LLC, to provide these important legal services to the City. We look forward to a good and productive relationship with the City of Boonville.

Very truly yours,

LAUBER MUNICIPAL LAW, LLC



Joseph G. Lauber

Enclosure

ACCEPTED AND AGREED:

(date)

Name: _____

Title: _____

City of Boonville, Missouri



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC, appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through my office in Lee's Summit.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with me). I encourage you to discuss these practices with me whenever you have questions during the course of this engagement.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Subcontractors. From time-to-time, it may be necessary for me to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of the Board of Trustees.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is my policy to render periodic statements for legal services on a monthly basis. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Annual CPI Rate Adjustment for Inflation. All hourly rates for legal services provided by the Firm are subject to annual adjustment for inflation based upon the unadjusted 12 months ended for December of the immediately preceding year published for the United States Bureau of Labor Standards National Consumer Price Index (CPI-U), effective January 1 of each year. However, the first adjustment for this engagement shall not occur until January 1, 2017.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some "client disbursements" represent out-of-pocket charges that Lauber Municipal Law, LLC, advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your lawyer, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the

preceding month. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After Lauber Municipal Law, LLC's services conclude, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of ten years after the matter is closed. If you do not request delivery of the file before the end of the ten year period, Lauber Municipal Law, LLC, will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten year period, you may request delivery of the file.

Disbursements and Other Charges. We will also charge you for certain expense items listed below that we provide in connection with our legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.12 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko's) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. We will bill for 50% of time spent traveling to and from our office in Lee's Summit to City Hall in Boonville.

Internet Usage. We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving me thirty (30) days written notice of termination. We retain the right to cease performing legal services and to terminate my legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon thirty (30) days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of my goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to me.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement has been entered into this _____ day of _____ 2015 by and between the City of Boonville, Missouri, a municipal corporation of the state of Missouri (hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Memorandum of Agreement has as its purpose to modify the initial Professional Services Agreement dated June 3, 2013 between City and Alliance.

Pursuant to Section 3.6, the Professional Services Agreement is modified under the following sections:

6.1 This Agreement shall commence on the 1st day of April 2016, and shall remain in effect through the 31st day of March 2021, a period of five (5) years, subject to annual appropriation of funds by the City and appropriation of funds for operation and/or maintenance of the Facility. The Agreement shall renew for one (1) successive term of five (5) years unless canceled by either party in writing no less than six (6) months prior to expiration.

All other terms and conditions of the Professional Services Agreement dated the 3rd day of June 2013, not expressly amended by this Memorandum of Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written above.

Authorized Signature

Authorized Signature

President
Alliance Water Resources, Inc.

Mayor
City of Boonville, Missouri

Date

Date

ATTEST:

Secretary

City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the 3 day of June, 2013, by and between the City of Boonville, Missouri, a municipal corporation of the State of Missouri, (hereinafter referred to as "City") and Alliance Water Resources, Inc., a Missouri corporation, (hereinafter referred to as "Alliance"),

WITNESSETH:

WHEREAS, Alliance is engaged in the business of providing professional management, operations, and maintenance services for municipal public works facilities; and

WHEREAS, City owns water treatment facilities, water storage towers, and pump stations; and

WHEREAS, City is desirous of retaining Alliance to perform certain management, operations, and maintenance services in accordance with the terms and conditions of this Agreement,

WHEREAS, City has an interest in advancing operational efficiencies, responding to increased regulatory burdens and complexity, and increasing professional management capacity,

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and subject to the terms and conditions herein stated, City and Alliance hereby agree as follows:

1. INTRODUCTION

1.1 The foregoing recitals are adopted as part of this Agreement.

1.2 This Agreement shall supersede and nullify, as of the date hereof, any and all prior agreements, offers, service fees, quotations, estimates, representations and warranties between the parties with respect to the operation and maintenance of City's water system.

1.3 This Agreement, including any and all Exhibits, Addendums and Amendments thereto, is the entire Agreement between City and Alliance.

2. DEFINITIONS

2.1 "Facility" means the water system to include the water treatment plant, water storage towers, pump stations, and related equipment, vehicles and rolling stock owned by City as specifically described in Exhibit B.

2.2 "Capital Expenditures" means any expenditures for (1) the purchase of new or replacement equipment or Facility items that cost more than two thousand dollars (\$2,000); or (2) major repairs which significantly extend equipment or Facility service life and cost more than two thousand dollars (\$2,000.00); or (3) expenditures that are planned, nonroutine and budgeted by City.

2.3 "Base Fee" means a fixed sum for Alliance services. The Base Fee includes all direct costs including repair and chemical expense, labor and employee benefits, overhead, and management fee for Alliance's performance of management, operations, and maintenance of the Facility as expressly required hereunder.

2.4 "Preventive Maintenance" means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer or Alliance to maximize the service life of the equipment, vehicles, and Facility.

2.5 "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicle or Facility or some component thereof.

2.6 "Repair and Chemical Limit" means the total dollar budget of Alliance during a 12 month period for all Preventative and Corrective Maintenance and Chemical costs.

2.7 "Force Majeure" means any event beyond the reasonable control of Alliance, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes and labor disputes (other than a legal strike by, or labor dispute of, Alliance employees), civil commotion, epidemic, acts or omissions of the City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from that specified in "Abnormal Conditions".

2.8 "Service Commencement Date" means the date on which Alliance begins operation and maintenance of the Facility.

2.9 "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility, including but not limited to those relating to an interference or pass-through; (b) influent which violates applicable law; (c) a flow or loading of influent which is beyond the Facility's capacity; or (d) changes in source water supply due to contamination or degradation resulting from earthquakes, absence of watershed protection, or man made disposal of pollutants.

3. GENERAL

3.1 It is understood that the relationship of Alliance to City is that of independent contractor.

3.2 All grounds, facilities, equipment and vehicles now owned by City or acquired by City shall remain the property of the City.

3.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

3.4 This Agreement shall be binding upon the respective successors and assignees of each of the parties hereto.

3.5 All notices shall be in writing and transmitted by certified mail to the appropriate address as follows:

City: City of Boonville
401 Main Street
Boonville, MO 65233

Alliance: Alliance Water Resources
206 South Keene Street
Columbia, MO 65201

3.6 This Agreement may be modified only in writing and signed by the parties.

3.7 City agrees that its remedies against Alliance and its affiliates and Alliance's remedies against the City shall be limited to those expressly provided in this Agreement. All releases, indemnities and limitations on liability and remedies stated herein shall apply, regardless of whether the liability or remedies arise in contract, warranty, negligence, strict liability or otherwise.

4. SCOPE OF SERVICES

4.1 Alliance shall provide professional management of the Facility in accordance with all applicable laws, ordinances, regulations and this Agreement and more specifically shall provide the following services:

- a. Staff the operation with qualified personnel who meet certification requirements of the State of Missouri.
- b. Lend professional expertise to assist the City staff with strategic planning and technical upgrades as well as participate in brainstorming activities as requested.
- c. Submission of all water samples as required by the Missouri Department of Natural Resources or the EPA to DNR within the time frames required.
- d. Monitor water towers and perform routine water tower maintenance subject to the repair limit. Coordinate with the city's ongoing water tower maintenance contractors.

- e. Coordinate with regulatory agencies regarding Facility performance and compliance.
- f. Submit all reports required for the Facility by the U.S. EPA or Missouri DNR. Information may be required from the City for submission of some reports.
- g. Maintain communications with the City to keep client fully informed regarding all aspects of Facility operations, maintenance, regulatory requirements, etc. Meet daily with the public works director or as requested. Meet weekly with the city administrator or as requested."
- h. Submit to the City a monthly report describing the general operation and maintenance activities undertaken. Maintain adequate records to document this report in detail. Present a report of activities to the Council annually or as requested. Present a report of activities to the Public Works Committee quarterly or as requested.
- i. Develop and implement a comprehensive preventive maintenance program in accordance with manufacturer's recommendations and the plant's operation and maintenance manual.
- j. Perform corrective maintenance and repair of all Facility equipment.
- k. Provide twenty-four (24) hour emergency service seven (7) days per week.
- l. Assist the City with facility system capital improvements planning, annual budget preparation and other miscellaneous technical services.
- m. Provide all necessary chemicals up to an annual dollar amount as specified in this Agreement (i.e. Chemical Limit.)
- n. Provide all consumable materials and supplies.
- o. Maintain all manufacturer warranties and assist City with enforcing equipment warranties and guarantees.
- p. Maintain City's SCADA system subject to the Repair Limit.
- q. Pay for all Preventive Maintenance and Corrective Maintenance and Repairs (except as otherwise specifically noted herein) including all necessary parts up to an annual dollar amount as specified by this Agreement (i.e. Repair Limit.) The cost of capital expenditures shall be the responsibility of the City.

- r. Perform other services that are incidental to the Scope of Services as directed by the City. Such services will be invoiced to City at Alliance's cost plus ten percent (10%).

4.2 City shall:

- a. Provide for Alliance use of all land, equipment, improvements, buildings, structures, vehicles and facilities under its ownership and presently located at the Facility or currently available to or assigned for Facility use.
- b. Pay all repair expense in excess of the equipment Repair Limit subject to City's prior review and approval.
- c. Pay all chemical expense in excess of the Chemical Limit subject to City's prior review and approval.
- d. Make Capital Expenditures at the Facility.
- e. Pay all utility expense (electricity, natural gas, internet/data service, etc.) except telephone.
- f. Pay all taxes or governmental fees, if any, associated with the Facility.
- g. Perform all functions and retain all responsibilities and obligations related to Facility not expressly assumed herein by Alliance.

5. COMPENSATION

5.1 Alliance Base Fee compensation under this Agreement shall be \$64,416.67 per month (\$773,000 annually) for the first year of service, pro-rated to coincide with the City's annual budget year which begins April 1. The Repair Limit for this period shall be \$56,000.00 and the Chemical Limit for this period shall be \$210,000.00. The Repair and Chemical Limit amounts are included in the Alliance Base Fee.

5.2 Alliance will bill on or about the 15th of the month prior to the month that services are rendered. Payment shall be due and payable on the 20th of the month that services are rendered. All other compensation to Alliance is due upon receipt of Alliance's invoice and payable within forty (40) days. City shall pay interest at an annual rate of nine percent (9%) on payments not received by the due date, such interest being calculated from the due date of the payment.

5.3 Alliance will rebate to the City the difference between the Repair and Chemical Limit and actual documented expenditures and the difference between the Repair Limit and actual documented expenditures for each budget period. If actual expenditures exceed the Repair Limit, the City will reimburse Alliance for such

expenditures subject to prior approval. If actual expenditures exceed the Chemical Limit, the City will reimburse Alliance for such expenditures subject to prior approval.

5.4 The Base Fee (which includes the Repair and Chemical Limits) shall be subject to renegotiation on an annual basis and may be revised with the written consent of both parties on the anniversary date of this agreement. In the event that the parties fail to agree, the Base Fee shall be adjusted in proportion to the change in the Consumer Price Index for all urban consumers (U.S. Owner Average). in the prior twelve (12) month period as published by the U.S. Department of Labor.

5.5 The Base Fee shall be equitably adjusted for any substantial change in the costs of Facility management, operation and maintenance, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, regulatory requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on July 1, 2013 and shall remain in effect through the 31st day of March, 2016. If the City appropriates funds for operation and/or maintenance of the Facility, this Agreement shall remain in force and effect. Thereafter, the Agreement shall be renewed automatically for successive terms of three (3) years each unless canceled by either party in writing no less than ninety (90) days prior to expiration.

6.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Excepting breaches by City for nonpayment of Alliance's invoices, neither party shall terminate this Agreement without giving the other party sixty (60) days written notice of intent to terminate after failure of the other party to correct the breach.

6.3 Upon notice of termination, City and Alliance shall agree to an action plan which will enable City to resume operation in an organized fashion. Alliance agrees to assist and cooperate with City in any such transition.

7. INDEMNITY, LIABILITY AND INSURANCE

7.1 Alliance shall indemnify, save harmless and defend City from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which City may incur, pay in settlement, or become responsible for as result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Alliance's material breach of any term of this Agreement, or any negligent

or willful act or omission of Alliance, its employees, or subcontractors in the performance of this Agreement.

To, the extent permitted by law, the City shall indemnify, save harmless and defend Alliance from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Alliance may incur, pay in settlement, or becoming responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to City's material breach of any term of this Agreement, or any negligent or willful act or omission of City, its employees, or subcontractors in the performance of this Agreement.

City and Alliance shall each provide the other with prompt and timely written notice of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity which exists to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

7.2 Alliance shall be liable for fines or civil penalties imposed by regulatory agencies for violation of rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Alliance negligence or willful conduct. Alliance shall be given full authority to contest such violations and City shall assist Alliance in such proceedings. Except to the extent caused by Alliance's negligence, willful conduct, or breach of its obligations under this Agreement, Alliance shall not be responsible for fines or penalties or any other liability if water characteristics exceed Facility design parameters, source water contains non-treatable substances or the Facility is inoperable due to circumstances beyond Alliance's control.

7.3 In no event shall Alliance be liable to city for consequential damages such as, but not limited to, loss of revenue, or loss of production, regardless of whether the claim for such consequential damages be based on warranty (express or implied), contract, tort or otherwise.

7.4 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facility and shall provide the other party with satisfactory proof of insurance upon written request.

8. WARRANTY

8.1 Alliance warrants that it will operate and maintain the Facility in accordance with the Scope of Services set forth in this Agreement and generally

accepted industry principles and practices for maintenance and operation of similar facilities within Facility's design capacity.

9. EXCUSE OF PERFORMANCE

9.1 The parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for indemnification required hereunder or the payment of money, shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, or other similar cause beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties shall be diligent in attempting to remove or overcome the effects of such cause or causes.

10. OSHA SAFETY TRAINING COMPLIANCE

10.1 Alliance acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Alliance therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

10.2 Alliance shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo. Alliance shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences. Alliance acknowledges and agrees that any of Alliance's employees found on the Project site without documentation to the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Alliance shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

10.3 Pursuant to Section 292.675 RSMo, Alliance shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in paragraph 10.2 above. The penalty shall not begin to accrue until the time periods described in paragraph 10.2 have elapsed. Violations of paragraph 10.2 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

10.4 In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in paragraph 10.2 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Alliance under this agreement.

11. MISCELLANEOUS

11.1 The parties intend that there shall not be any third party beneficiaries to this Agreement.

11.2 If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified consistent with the original intent of the parties so as to be enforceable and the remainder of the Agreement shall remain in full force and effect.

11.3 The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any other right hereunder in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date and year first above written.

ALLIANCE WATER RESOURCES

Dale Wagner
Signature
Dale Wagner
Name
President
Title

Attest:

Gary Johnson
Signature
Gary Johnson
Name
Division Manager
Title

CITY OF BOONVILLE, MISSOURI

Julie Thacher
Signature
Julie Thacher
Name
Mayor
Title

Attest:

Mary McAllister
Signature
Mary McAllister
Name
City Clerk
Title

EXHIBIT A

Alliance shall maintain:

1. Statutory Worker's Compensation Insurance for all Alliance's employees at the Facility as required by law.
2. Comprehensive or Commercial General Liability Insurance for bodily injury and/or property damage as follows:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Umbrella Aggregate	\$4,000,000

City shall maintain:

1. Comprehensive or Commercial General Liability Insurance covering general liability, personal injury and property damage in amounts not less than Missouri statutory requirements relating to Sovereign Immunity.

Each Party :

1. Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$1,000,000 combined single limits per occurrence and in the aggregate.

EXHIBIT B

DESCRIPTION OF FACILITIES

Water Treatment Plant and appurtenances located at 901 Riviera Drive.

Old Water Treatment Plant at 911 Riviera Drive.

Booster pump stations and appurtenances located at 721 River Pumphouse Road and 2220 Boonslick Drive.

Water Storage Towers and appurtenances located at Water Treatment Plant (300,000 gallon) at 907 Riviera Drive, Krohn Street Water Tower (500,000 gallon) at 602 Krohn Street, Caterpillar Tower (400,000 gallon) at 2420 Mid-America Industrial Drive, and Hospital Tower (500,000 gallon) at 17505 B Highway.

Chemical Feed buildings and appurtenances located at Raw Chemical Feed Shed at 919 Riviera Drive and Chemical Feed Building (Old C12 Building) at 915 Riviera Drive.

High Service Building at 907 Riviera Drive.

Vehicles and other equipment as listed on attached "City of Boonville Water Plant Fixed Assets" dated 5/16/2013.

BILL NO. 2015 -027

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI ANNEXING CERTAIN CONTIGUOUS TERRITORY OWNED BY JUNE A. RAMER OF 17923 STEWART DRIVE INTO THE CITY OF BOONVILLE, MISSOURI; ZONING THE PROPERTY AS R-1 RESIDENTIAL DISTRICT; PROVIDING AN EFFECTIVE DATE THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, verified petition, herein attached as "ATTACHMENT A" and made a part hereof, signed by all the owners of the real estate hereinafter described and commonly referred to as 17923 Stewart Drive, Boonville, Cooper County, Missouri requesting annexation of said territory into the City of Boonville, Missouri was filed with the City Clerk on July 27, 2015; and

WHEREAS, the petition is requesting annexation into the City of Boonville and includes an application for the property to be zoned as a R-1 Residential district; and

WHEREAS, said real estate as hereinafter described is contiguous and compact to the present corporate limits of the City of Boonville, Missouri; and

WHEREAS, the Planning and Zoning Commission reviewed and approved the zoning application to place the Ramer tract of approximately 0.79 acres herein legally described into the R-1 Residential district; and

WHEREAS, presentation and public hearings of the application for zoning and verified petition for voluntary annexation concerning said matters were held at the City Hall in Boonville, Missouri on September 21, 2015 at 5:30 PM before the Planning and Zoning Commission and September 21, 2015 at 7:00PM before the City Council; and

WHEREAS, notices of said Public Hearing was given by publication of notice thereof, on August __, 2015 in the Boonville Daily News, a daily newspaper of a general publication in Cooper County, State of Missouri and to the owners of property within 185 feet by certified mail or personal service; and

WHEREAS, at said Public Hearings, all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed zoning and annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Boonville, Missouri within fourteen days after the public hearing; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation; and

WHEREAS, the City Council of the City of Boonville, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City of Boonville.

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

SECTION 1: Pursuant to the provisions of Section 71.012 RSMo as amended, the real estate described to wit in "ATTACHMENT A" attached hereto and made a part hereof, is hereby annexed into the City of Boonville, Missouri.

SECTION 2: The boundaries of the City of Boonville, Missouri are hereby altered so as to encompass the real estate described to wit in "ATTACHMENT A" lying contiguous and compact to the present corporate limits.

SECTION 3: The City Council of the City of Boonville, Missouri does place this property in District R-1 district as recommended by the P&Z Commission.

SECTION 4: This property will be placed in Ward Three of the City of Boonville, Missouri.

SECTION 5: The City Clerk of the City of Boonville is hereby ordered to cause three certified copies of this ordinance to be filed with the Cooper County Clerk, one copy recorded with the Cooper County Recorder of Deeds and one copy forwarded to the City Engineer for updating City maps and boundaries.

SECTION 6: This ordinance shall take effect and be in force from and after its passage.

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: August 17, 2015

SECOND READING: September 21, 2015

READ FOR THE THIRD TIME THIS 5th DAY OF OCTOBER, 2015 AFTER A COPY OF THIS ORDINANCE AND EXHIBITS REFERENCED HEREIN HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION FOLLOWING ITS FIRST READING AND SECOND READING AND PUBLIC HEARINGS ON THE ZONING AND ANNEXATION MATTERS WERE PROPERLY HELD.

APPROVED THIS ____ DAY OF _____, 2015.

PRESIDENT OF THE COUNCIL

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

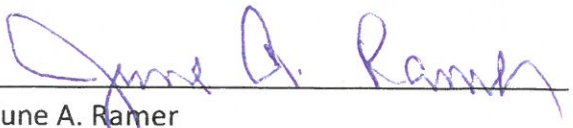


VERIFIED PETITION TO THE CITY OF BOONVILLE, MISSOURI
FOR THE ANNEXATION AND
APPLICATION FOR REZONING OF PROPERTY

June A. Ramer, residing at 8720 N Hickory St Apt 817, in Clay County, Kansas City, Missouri, 64018, hereby presents this as her verified Petition for Annexation of Real Estate into the City of Boonville, Missouri (the "City"), pursuant to Section 71.012 RSMo., and her Application for the rezoning of said real estate under the Ordinances of the City of Boonville. The Owner/Petitioner hereby request the City of Boonville as follows:

1. **Real Estate ("Property"):** The Real Estate (the "Property") to which this Petition relates is a 0.79 acre tract as described in a Personal Representative Deed which was filed of record in the office of Recorder of Deeds of Cooper County, Missouri on January 8, 2007 in Book 517, Page 459. The real property which is the subject of this Petition is legally described on **Exhibit A**, which is attached hereto and incorporated herein by reference.
2. **Contiguity:** The above described and referenced real property is contiguous with and compact to the existing corporate limits of the City of Boonville, Missouri.
3. **Ownership:** The undersigned Owner/Petitioner is the owner of the fee simple interest in the above referenced Real Estate.
4. **Annexation Requested:** Owner/Petitioner request that the above referenced real estate be annexed into the corporate limits of the City of Boonville, Missouri, and submits that this annexation request by Owner/Petition is reasonable and necessary to the proper development of the City of Boonville. This 0.79 acre tract is contiguous to the City limits and provides continuity for the Ramer property, also petitioning concurrently the annexation to the City. Owner/Petitioner submit that the City of Boonville has the ability to furnish normal municipal services to the above referenced real property within a reasonable time.
5. **Public Hearings Requested:** Owner/Petitioner request that a public hearing concerning the request for annexation in this Petition be held not less than fourteen (14) days nor more than sixty (60) days after the date of this Petition is files with the City of Boonville, Missouri, and that such hearing be held not less than seven (7) days after notice of such hearing is published in a newspaper of general circulation qualified to publish notices of legal matters. Owner/Petitioner also request that the Planning and Zoning Commission of the City of Boonville schedule a public hearing in accordance with the Ordinances of the City with respect to the rezoning of the Property.
6. **No Known Objection:** Owner/Petitioner know of no objection by any qualified voter to this Annexation Petition.

7. **Rezoning Requested:** Pursuant to Section 101.1. Part Ten of Ordinance No. 1948 of the City of Boonville's Code of Ordinances, Owner/Petitioner request that the Property be categorized and zoned in the R-1 Residential District.
8. **Authority:** The undersigned Owner/Petitioner represent and warrant that she has full power and authority to execute this Petition and Application and that same has been executed and delivered to the City of Boonville, Missouri, as the free act and deed of Owner/Petitioner, and that this Petition has been duly verified in the manner required by the laws of the State of Missouri and the ordinances of the City of Boonville.
9. **Procedural Matters:** In addition to the foregoing petition and request, the Owner/Petitioner submit the following:
 - a. No portion of the Property is within the incorporated boundaries of any other municipality.
 - b. The Property is not presently zoned because Cooper County does not have zoning ordinance or planning and zoning.
 - c. The proposed uses of the Property are substantially similar to and compatible with adjacent property usage.
 - d. Petitioner submit that the zoning requested is proper and necessary in order to permit the Property to be used in the manner hereafter described.
 - e. The names and addresses of owner of property located within 185 feet of the subject property are attached hereto as **Exhibit B**.
 - f. A location map clearly showing the location of the property for which zoning and annexation is requested is attached hereto as **Exhibit C**.
 - g. The Owner/Petitioner believe that her annexation and rezoning application as hereby submitted is complete in all respects; however, Owner/Petitioner request permission to supplement and amend same to the extent that the City's legal counsel deems this Petition and Application to be deficient in any respect.
10. **Date of Petition:** This Petition and Application has been submitted to the City of Boonville, Missouri in the manner required by the Ordinances of the City of Boonville on this 8th day of July, 2015.


June A. Ramer

Verification

The undersigned, **June A. Ramer**, being of lawful age and being duly sworn, state and verify that the undersigned have reviewed the foregoing Petition for Annexation and Application for Rezoning and that she is, for the purposes of this application, the Owner of the above referenced real estate and state, affirm and acknowledge that they are duly authorized to execute the foregoing Petition and Application and hereby verify that the matters and facts set forth in the foregoing Petition are true and correct to the best of their knowledge and belief.

IN WITNESS WHEREOF, the Owner/Petitioner has executed this verification for the foregoing intents and purposes.



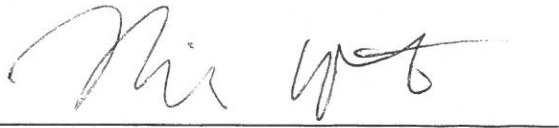
June A. Ramer

State of Missouri)

) ss.

County of Clay)

On this 3rd day of July 2015, before me, a Notary Public, in and for said county and state, personally appeared June A. Ramer, known to be to be the person who executed the foregoing Petition for Annexation and Application for Rezoning and who upon their oath and upon duly sworn, verified and acknowledged to me that they executed the same as their free act and deed for the purposes therein stated, and that the facts therein stated are true to the best of their knowledge and belief.



Notary Public

Commissioned in Clay County, MO

My commission expires: November 26, 2017



NICHOLAS WATTS
My Commission Expires
November 26, 2017
Clay County
Commission #13727039

EXHIBIT A
TO PETITION FOR ANNEXATION AND REZONING

Legal Description – Ramer Property

Lot 3, Ivans Ridge, A Subdivision in Cooper County, Missouri, According to the record plat thereof.

EXHIBIT B
TO PETITION FOR ANNEXATION AND REZONING

Owners within 185 Feet of Subject Properties

SEE ATTACHED

Canon, Ila J
2501 Woods Dr
Boonville, MO 65233

Robinson, Margaret F
17483 Stewart Dr
Boonville, MO 65233

Day, Vernon L & Jacquelyn M
17884 Woods Dr
Boonville, MO 65233

Langkop, Richard W. & Alice
17938 Woods Dr
Boonville, MO 65233

Ditto, Clyde E & Patricia
17825 Stewart Dr
Boonville, MO 65233

Lloyd, James M & Dixie D
17955 Stewart Dr
Boonville, MO 65233

Dooley, Virginia E Inc
2000 E Broadway Box 140
Columbia, MO 65201

Young, Loren F
1448 Logans Lake Rd
Boonville, MO 65233

Kenney, Phyllis A
17899 Stewart Rd
Boonville, MO 65233

~~Overman, Sharon E~~ Stoll, Michael
17900 Woods Dr
Boonville, MO 65233

Lakeview Development Properties LLC
731 N Main St
Boonville, MO 65233

Sikeston Mo 63801
Hurt, Robert K & Joan K Trust
17848 Stewart Dr
Boonville, MO 65233

Ramer, June
17923 Stewart Dr
Boonville, MO 65233

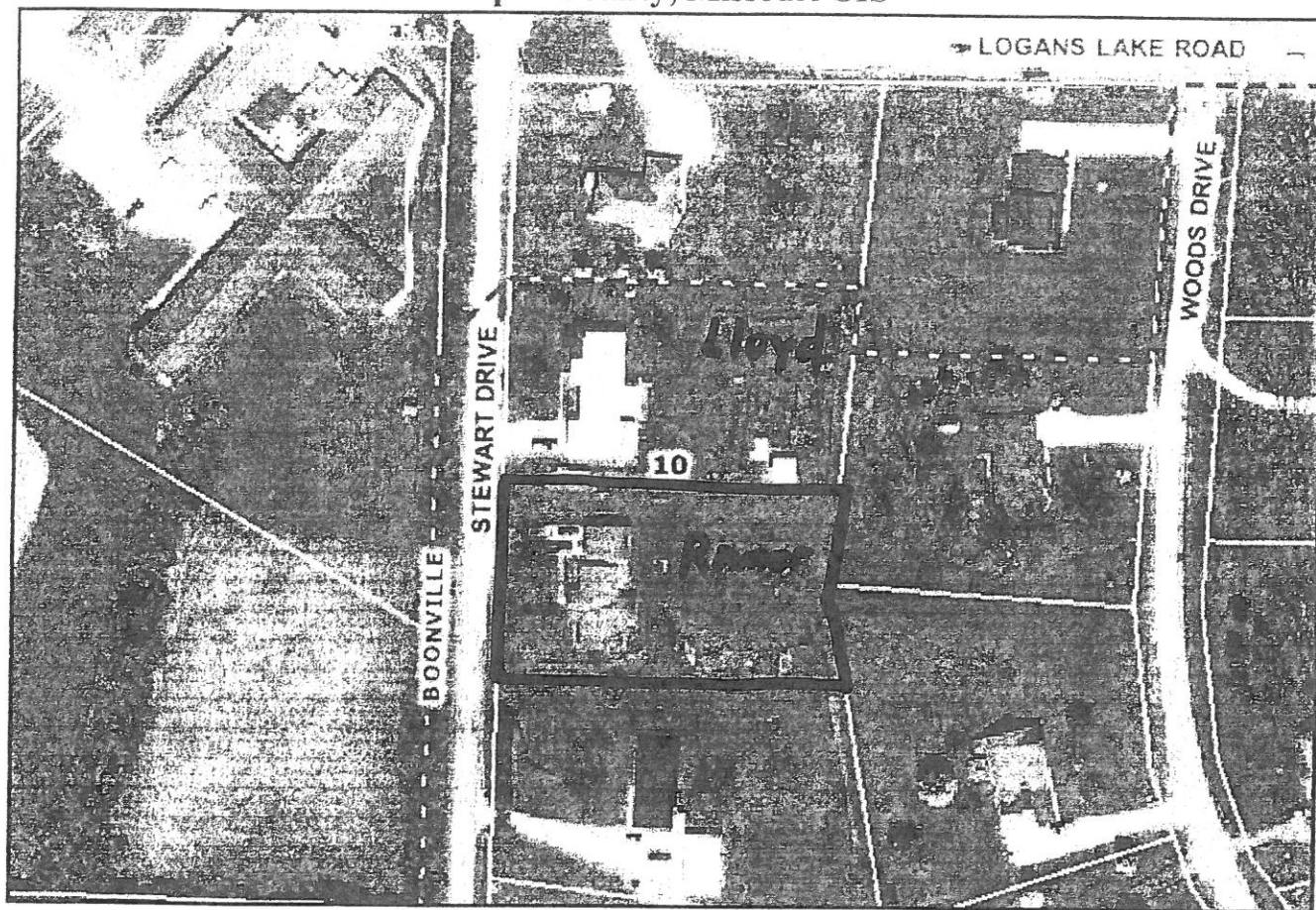
EXHIBIT C
TO PETITION FOR ANNEXATION AND REZONING

Location Map

SEE ATTACHED

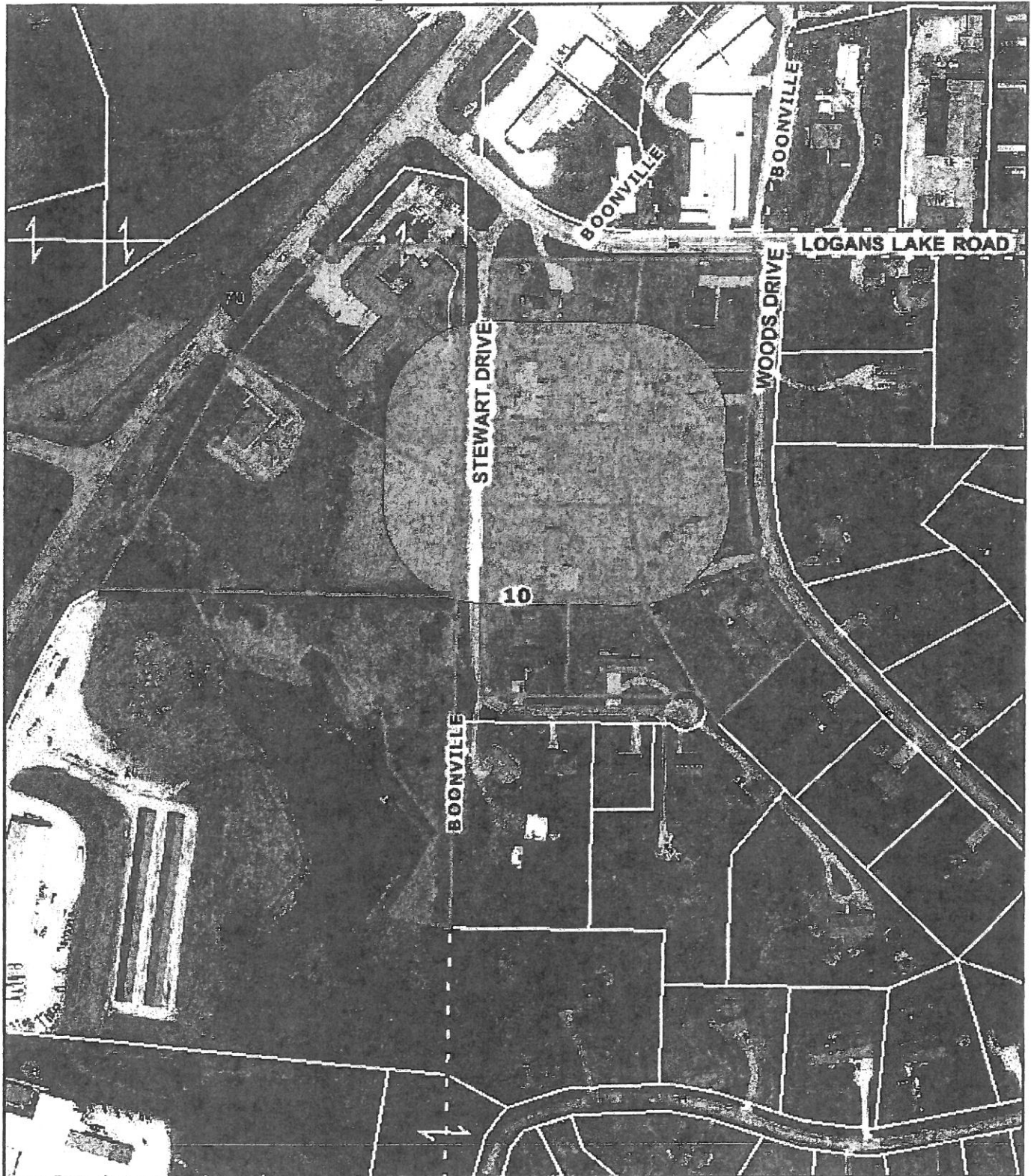
EXHIBIT C

Cooper County, Missouri GIS



Parcel ID	102010001003003011	Township	48
Formatted Parcel ID	10-2.0-10-001-003-003.011	Range	17
Name	RAMER, ERIC A & JUNE	Legal Description	LOT 3, IVANS RIDGE, 150' X 229.57'^A
Situs Address	17923 STEWART DR BOONVILLE	Appraised Value	
Owner Address 1		Assessed Value	
Owner Address 2		Year Built	
Owner Address 3	17923 STEWART DR	Bedrooms	
Owner City State Zip	BOONVILLE, MO 65233	Total Rooms	
Acres	0.79	Stories	
School District	R-1	Square Footage	
City	No city tax	Previous Owner	
Fire District	Fire Dist.	Previous Book	
Book	517	Previous Page	
Page	459	Previous Date Aquired	
Section	10		

Cooper County, Missouri GIS



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 266 feet

MEMORANDUM

TO: Irl Tessendorf, City Administrator

COPY: Cathy Lammers, New Franklin City Administrator

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

DATE: August 11, 2015

RE: Purchase of Highway De-Icing Salt

We received two responses to our call for bids for the purchase of Highway De-Icing Salt:

Compass Minerals - \$86.57 (North American Salt)
Cargill Deicing Technology – No Bid

The price is per ton, delivered to 1200 Locust Street. The allocation requested in the call for bids was 1000 tons. Up to 16 tons is dedicated to New Franklin.

The Compass Minerals bid came with qualifications:

The bid is good for 30 days from opening. Compass Minerals will not accept secondary or backup award. We agree to purchase 80% of 1000 tons (800 tons) with Compass Minerals agreeing to provide up to 1000 tons for purchase. The bid quantity may be adjusted to accommodate this requirement. We agree to take delivery of 80% of 1000 tons on or before April 30, 2016.

I recommend we accept the bid of Compass Minerals.

Past years prices were:

2010 - 2011, \$65.27 per ton, North American Salt

2011 - 2012, \$65.00 per ton, Ren Potterfield Trucking

2012 - 2013, \$61.97 per ton, North American Salt
2013 – 2014, \$61.00 per ton, Ren Potterfield Trucking
2014 - 2015; \$87.00 per ton, Ren Potterfield Trucking
\$112.78 per ton, North American Salt



M. L. Cauthon III

**BOARD OF PUBLIC WORKS
MEETING
July 30, 2015**

The Board of Public Works met at the City Services Building at 1200 Locust, 5:30 p.m. The following voting members were present: Wade Davis, Kathy Lang, Ed Scrivner and Van Donley. Other members present: Becky Ehlers, Council Representative and M.L Cauthon III, Director of Public Works.

ABSENT or EXCUSED: None

MINUTES:

Minutes of the June 25, 2015 Board of Public Works meeting, open and closed sessions, were approved as presented. The motion to accept was made by Mr. Donley, seconded by Mrs. Lang. Voting yes: Davis, Lang, Scrivner and Donley. Voting no: none.

PUBLIC COMMENTS: None

ACCOUNTS:

Motion was made by Mr. Donley to pay bills for August 3, 2015. The motion was seconded by Mr. Scrivner. Voting yes: Davis, Lang, Scrivner and Donley. Voting no: none.

OLD BUSINESS: None

NEW BUSINESS: None

MISCELLANEOUS:

Mr. Cauthon briefed the board on the recent Missouri Department of Natural Resources Compliance and Operation Inspection of the City of Boonville public water system.

ADJOURN:

With no further business the meeting was adjourned at 5:42 p.m. with the motion from Mr. Donley, seconded by Mr. Scrivner. Voting yes: Davis, Lang, Scrivner and Donley. Voting no: none.

Respectfully submitted,

M. L. Cauthon III

Approved by:

Wade Davis, Chairman

Teresa Studley

From: Teresa Studley <teresa.studley@boonville-mo.org>
Sent: Friday, August 7, 2015 2:26 PM
To: Bob Bosma; Brent Bozart ; Dave Day; Dick Casanova; Edward Lang; Irl Tessendorf; Julie Thacher; Kate Fjell; M.L.--work; Matt Billings--Home; MECO-Scott Vogler; Megan McGuire--Boonville address; Ned Beach ; Steve Hage; Ted Bleil
Subject: P & Z Meeting August 11, 2015
Importance: High
Follow Up Flag: Flag for follow up

Good Afternoon,

The Planning and Zoning Meeting has been cancelled on August 11, 2015, due to lack of Agenda Items.

However, we do anticipate two items for the September meeting, including an annexation zoning on Stewart Drive and a preliminary site plan for another Casey's on Main Street.

In addition, the normal meeting date for Planning and Zoning of September 8th will conflict with the City Council meeting (City Council moved due to the Monday Labor Day Schedule). Therefore, we are contemplating rescheduling the Planning and Zoning Meeting to September 21, 2015 at 5:30 p.m. Please let me know if this date and time will work for you.

Thank you,

Teresa M. Studley

Teresa M. Studley
City Clerk
City of Boonville
401 Main Street
Boonville MO 65233
(660)882-2332
teresa.studley@boonville-mo.org

Make It A GREAT DAY!!

**City Of Boonville
Police Board Minutes From
August 10, 2015**

1. Meeting was called to order at 7:00 P.M. by Chairman Michael Drew
2. Members Present: Michael Drew, Ralph Twillman, Tom Halford, Gene Cummins, City Council Representative Henry Hurt, and Chief Bobby Welliver
3. Members Absent: Brett Cooper
4. Guests Present: Dennis Huff
5. Public Comments: Dennis Huff was at the meeting concerning a police report he had filed earlier. Mr. Huff didn't feel like the report was handled correctly from the beginning. I had spoken to Mr. Huff in the past concerning this incident and had assigned it to a detective for further investigation. He is correct that the initial officer who took the call did not handle it as he should of. The case has been followed up and we are still working on the case.

Tom Halford made the motion to approve the minutes from the June 8, 2015 meeting which was seconded by Ralph Twillman. Motion was passed by unanimous vote.

6. Reports

A. Chief Welliver

1. Ben Burch has been promoted to the rank of Corporal. Three candidates were interviewed and Burch was the unanimous choice of the Promotional Board which consists of police officers and police board members.
2. All of the officers have now been trained to use the Tasers and every officer is now mandated by policy to wear it on their duty belt.

7. Unfinished Business

- A. A report was given concerning the new patrol vehicle that has not been delivered as of this date. I spoke with Rick Ball Chevrolet and they will be checking on the status and possible delivery date.

8. New Business: None

A.

9. Miscellaneous: None

A.

10. Meeting Adjourned At 8:10 P.M.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Bobby Welliver".

Chief Bobby Welliver

Boonville Historic Preservation Advisory Commission
Monday, August 10, 2015
Meeting Minutes
DRAFT

Members Present: Tamara Inge, Edward Lang, Sherry Broyles, Kate Johnson, Susan Meadows (Council Rep)

Members Absent: Paula Shannon, Jim Wilson, Lesley Oswald

Staff Present: Kate Fjell

Call to Order

The meeting was called to order at 6:00

Approval of Minutes

Sherry moved and Edward seconded that the minutes of the June 8 meeting be approved as presented. The motion passed unanimously.

Election of Officers

Kate noted that since Mr. Royer had resigned his position, the Board had not had a chair and that one needed to be elected. Sherry Broyles moved and Edward seconded that Tamara Inge serve as the chair for the BHPAC. Tamara indicated that she was willing to serve in this capacity. The motion passed unanimously.

Project Updates

a. Spring Street Historic District

Sherry and Edward reported that their signature gathering efforts have slowed for several reasons. First, since there is a potential for the Historic Preservation Ordinance to be reviewed and rewritten, that it may be worthy to wait until the ordinance changed. Additionally, since Sherry is preparing to move off Spring Street she felt that the Commission should look into taking up where she left off. Sherry also indicated that she probably had enough signatures for a couple blocks on Spring Street already if there was interest in pursuing a small district.

b. Educational Workshops

Jim was not at the meeting, so there was no update. Tamara and Kate have agreed to look into finding a mason and painter who might be willing to provide a workshop for all interested property owners. We will try to host an educational workshop in October.

Miscellaneous

a. Upcoming Dangerous Building Hearings

Kate reported that there would be a dangerous building hearing for 1101 Rural Street on August 17th at 6:15 pm.

b. Historic Preservation Ordinance

Kate reported that she and Megan had been working on updating and improving the historic preservation ordinance for several reasons. First, there were some inconsistencies that needed to be clarified or changed. Additionally, the Ordinance wasn't clear about the form and content of the petition for the historic district. Third, during the Certified Local Government review conducted by the State Historic Preservation Office, it was recommended that we review our ordinance and make changes as applicable to keep it current. Finally, a revised ordinance may clarify the responsibilities and expectations for those home owners living in a local historic district. Edward asked if a new draft ordinance would provide stronger enforcement. Kate replied there was not any change in regards to stricter standards, simply just clarifying and updating.

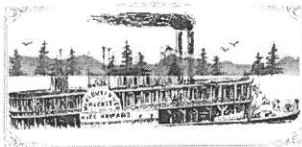
Tamara asked if there could be anything done regarding demolition permits. Kate replied that it is something that the Commission could recommend to the Council that a 48 hour hold (or some other agreed upon time) that would allow for Commission members to photograph and document the house prior to demolition. The Commission will continue to work on this in the coming months and work to bring recommendations to the Council later in the year.

Adjourn

Sherry moved that the meeting be adjourned at 6:45PM.

Respectfully Submitted,

Kate Fjell



HOUSING AUTHORITY of the City of Boonville

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



MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON August 12, 2015

On the 12th day of August, 2015 at 12:00 P.M. the Housing Authority Commissioners met in the Community Room at 506 Powell Court, Boonville, MO.

ROLL CALL

A roll call of the following members were present:

PRESENT:	John Linville	Chairperson
	Marilyn Adkins	Vice-Chairperson
	Charles Green	Commissioner
	Albert Turner	Commissioner
	Don Smith	Commissioner
	Robert Rorah	Secretary / Executive Director

ABSENT: Mark Livingston City Council Rep.

GUESTS: Nancy Drew, Scott Purvis

There being a quorum present Chairperson, John Linville called the meeting to order and the following business was transacted:

READING AND APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

Chairperson, John Linville asked if all Commissioners had read the minutes of the previous meeting July 8, 2015 and then asked if there were any corrections to be made.

Commissioner, Albert Turner noted a correction was required on page 3, second paragraph under New Business. The wording "Chairperson, Don Smith" should say "Commissioner, Don Smith". All Commissioners present discussed and agreed the wording should be corrected. Commissioner, Albert Turner made motion to approve the minutes of the previous meeting with the wording correction as discussed. Commissioner, Charles Green second seconds the motion. Chairperson, John Linville asked all Commissioners present in favor to vote "AYE". All Commissioners present voted "AYE" - None Opposed. Chairperson, John Linville then declared the corrected minutes to be approved.

BILLS AND COMMUNICATION

UMB BANK BALANCE & BILLS PAID IN JULY, 2015 -- BHA BANK RECONCILIATION STATEMENT AND OPERATING BUDGET TRIAL BALANCE AS OF JULY 31, 2015.

Secretary, Robert Rorah distributed copies of the UMB Bank balance as of August 12, 2015 to all Commissioners present reflecting \$60,497.45 in available funds. Mr. Rorah then distributed a report of the bills paid in July, 2015 to all Commissioners present for discussion and review. Mr. Rorah then distributed to all Commissioners present for discussion and review the BHA Bank Reconciliation Statement, Operating Budget Trial Balances and Board Summary Report from June 30, 2015.

All Commissioners present discussed and agreed monitoring of the BHA Banking accounts receivables and payables are a priority.

REPORT OF THE SECRETARY

REPORT ON "PIC" RATING FROM HUD

Secretary, Robert Rorah reported the St. Louis Office of Public Housing monitors on a monthly basis each housing agency's computer reporting rate to HUD. Mr. Rorah then reported the Housing Authority's (PIC) "Public and Indian Housing Information Center" electronic data reporting score for month ending July 31, 2015 was 100%. Mr. Rorah also reported HUD may impose funding sanctions with Housing Authorities whose (PIC) score falls below 95% at fiscal year-end. BHA's fiscal year end is June 30, 2016.

All Commissioners present discussed and agreed the Housing Authority needs to maintain a high electronic computer reporting level to HUD.

JULY, 2015 PROJECT PERFORMANCE REPORTS

Secretary, Robert Rorah distributed copies of the July 31, 2015 Project Performance Reports to all Commissioners present for discussion and review. Boonville Housing Authority had a total of fifty (50) occupied units or 100% occupancy on July 31, 2015. Mr. Rorah also reported HUD may impose funding sanctions with Housing Authorities whose occupancy levels fall below 95% at fiscal year-end. BHA's fiscal year end is June 30, 2016.

All Commissioners present discussed and agreed the dwelling units need to be fully occupied as Operating Subsidies are based on percent of occupancy.

UNFINISHED BUSINESS

FYE JUNE 30, 2015 – FINANCIAL STATEMENTS

Secretary, Robert Rorah reported the Fiscal Year End June 30, 2015 Financial Statements are being prepared for submission to HUD by August 31, 2015. As today, the Financial Statements have been completed with no apparent revisions required. They are currently under final review prior to electronic submission to HUD.

All Commissioners present discussed and agreed the FYE June 30, 2015 Financial Statements are under final review prior to electronic submission to HUD before August 31, 2015.

NEW BUSINESS

CAPITAL FUND 2013 COST CERTIFICATE – (CLOSE OUT GRANT) – RESOLUTION No. 522

Secretary, Robert Rorah distributed copies Cost Certificate and Final Performance and Evaluation Report for CFP 2013 including Resolution No. 522 to all Commissioners present for discussion and review. This resolution effectively closes the CFP 2013 Grant and the Cost Certificate will be sent to HUD in preparation for audit. Mr. Rorah then recommended the Board of Commissioners approve Resolution No. 522 as presented.

All Commissioners present discussed and agreed that Resolution No. 522 should be approved. Commissioner, Charles Green made motion to approve Resolution No. 522. Vice Chairperson, Marilyn Adkins seconds the motion. Chairperson, John Linville asked all Commissioners present in favor to vote “AYE”. All Commissioners present voted “AYE” – None Opposed. Chairperson, John Linville declared Resolution No. 522 approved.

MO-NHARO FALL CONFERENCE REGISTRATION SEPT. 23, 24, 25, 2015 COLUMBIA, MO.

Secretary, Robert Rorah reported the MO-NAHRO 2015 Fall Conference will be held in Columbia, MO this year and asked if any Commissioners would be attending.

All Commissioners discussed and agreed there may be two Commissioners attending the three day conference.

MISCELLANEOUS

Secretary, Robert Rorah reported Urlaub & Co., PLLC offers a Housing Software System for Low Rent Public Housing that also includes ongoing supportive services and HUD required upgrades. This software system is geared for small housing authorities and is currently being used by surrounding counties including Howard and Pettis. Furthermore,

HUD has recommended and given their approval for Boonville Housing Authority's conversion to Urlaub & Co. Software for strategic planning purposes.

All Commissioners present discussed and agreed the software conversion would not only help with strategic planning but aid in succession planning as well. Commissioner, Don Smith made motion to approve the purchase and conversion to Urlaub & Co. Housing Software System. Chairperson, John Linville seconds the motion. Chairperson, John Linville asked all Commissioners present in favor to vote "AYE". All Commissioners present voted "AYE" – None Opposed. Chairperson, John Linville declared the motion approved.

ADJOURNMENT

Chairperson, John Linville asked if there was any further business to come before the Board. Hearing none, Chairperson, John Linville declared the meeting adjourn.

CHAIRPERSON _____ Date _____

SECRETARY _____ Date _____

Public Works Monthly Report
July 2015

WWTP:

Total flow processed - 41,740,000 gallons

Average daily flow - 1,346,000 gallons

Sludge disposed - 28.11 tons

Remarks - Midway Electric completed surge protection installation at Lift Station #1.

WTP:

Gallons pumped from river - 33,687,000 gallons

Gallons pumped to customer - 33,638,000 gallons

Precipitation - 6.99" total

Remarks -

Water Distribution / Sewer Collection:

Installed or renewed water service - 1

Remarks - Relocated and raised fire hydrant at Main and Locust Streets; flushed fire hydrants in 900 block of Shamrock Ave.; rebuilt meter installation at 600 Main Street; repaired leaking meter at 805 Sycamore Street and 615 Rankin Mill Lane; raised meter lid and ring at 1101 E. Morgan Street and 616 Elm Street; replaced water sample station at Lion's Park; capped sewer cleanout at 1510 Arrowhead Trail; investigated storm drain inlets and piping at 321 E. Ashley Road; continued systematic inspection of manholes; continued updating sewer system maps; routine sewer jetting and TV inspection.

Street Department:

Repaired large street cuts and faults, laying 45 tons of asphalt; assisted Parks Dept. with retaining wall project at Rolling Hills Park; patched pot holes.

Central Garage:

Vehicles serviced and inspected -6

Vehicle and equipment repairs - 30

Remarks:

Project Status:

1) Locust Street and Kemper Drive Repairs (STP Project) - Contractor: Concrete Solutions. Contractor on-site.

2) Concrete Street Repairs 2015 - Contractor: Apex Inc. Contractor scheduled on-site Mid-August '15.

3) Pavement Seals Project 2015 - Contractor: Vance Bros. Contractor scheduled on-site August 10, 2015.

4) Sewer Collection System Rehab (Insituform): out for proposals

**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

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

Russellville

St Charles County #2

St Genevieve

Sedalia

Versailles

IOWA

Maquoketa

Tipton

REPORT OF OPERATIONS

Boonville Mo.

Water Treatment System

Month of July 2015

Submitted by Alliance Water Resources, Inc. for

August 2015

City Council Meeting



July 2015 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

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.
- Number 1 High Service Pump was removed for scheduled rebuild.
- Staff performed long blow downs on the mud pocket this month to reduce torque.
- Staff put together a river temperature report for Missouri River Management who is doing a study.
- Staff pulled AC unit out for repairs and reinstalled it.
- Staff inspected all generators this month.
- All turbidity meters were serviced and calibrated this month.
- Staff cleaned and service all flocculation motors and gearboxes in primary building.

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)
- Distribution and Turbidity Report for Surface Water Systems was filled out and sent to DNR. (see attach)

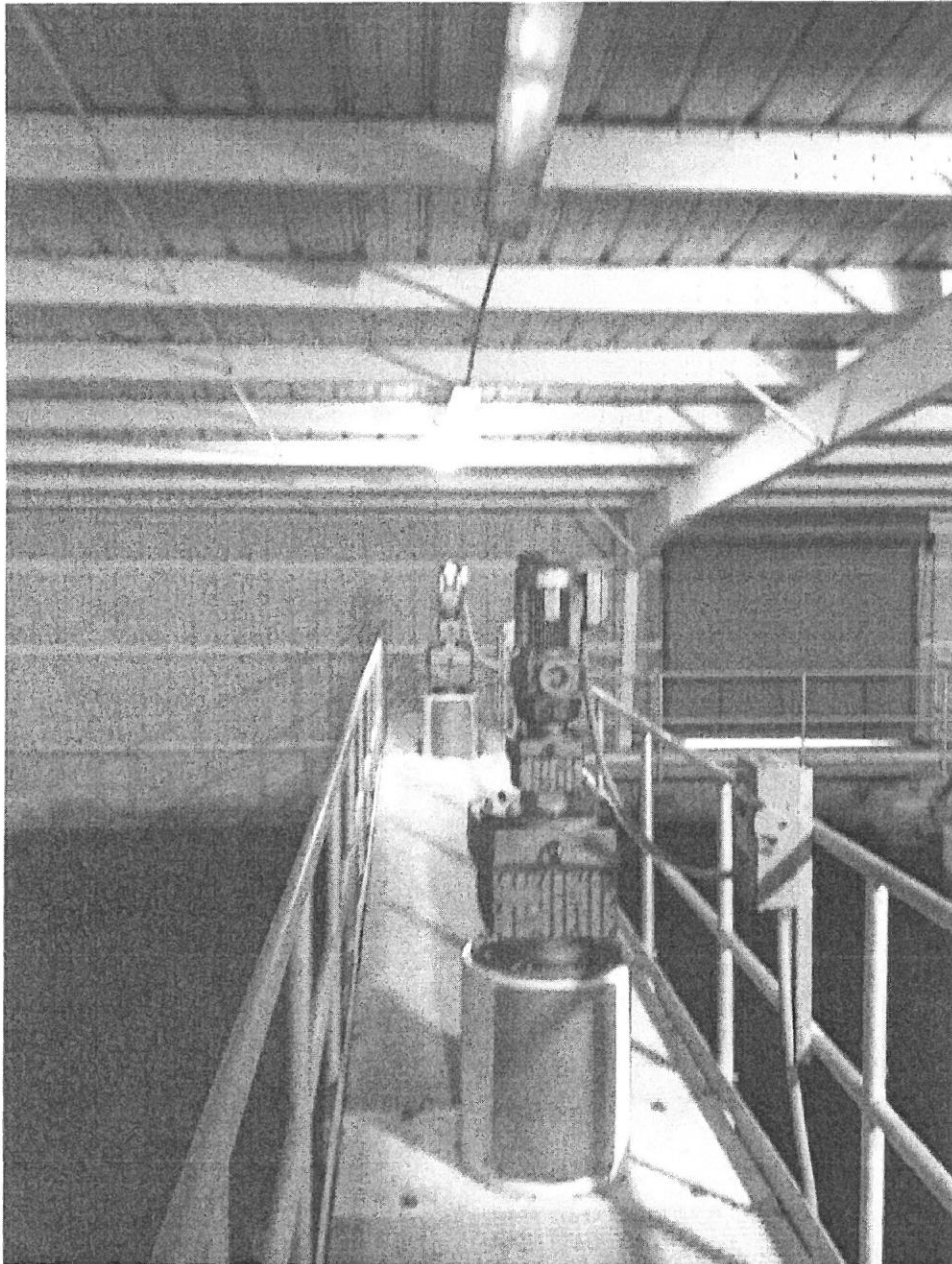
Project Updates

- High Service Pump is at Alliance Pump for rebuilding.

Safety

- Staff had safety training this month traffic safety and trenching and shoring.

Flocculation Motors and Gearboxes

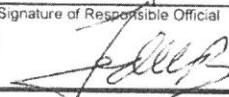


ALLIANCE WATER RESOURCES BOONVILLE DIVISION

JULY 2015

WEATHER & RIVER CONDITIONS						
1. River Stage:	Average:	18.77	Maximum:	24.28	Minimum:	14.63
2. High Temperature:	Average:	88.90	Maximum:	99	Minimum:	65
3. Low temperature:	Average:	70.23	Maximum:	79	Minimum:	60
4. Precipitation:		6.99	liquid inches			
PUMPING						
1. Million Gallons Pumped:	33.687		Average /day:	1.09		
2. Million Gallons Filtered:	34.027		Average /day:	1.10		
3. Hours #1 Pump Operated:	135		Average /day:	4.35		
4. Hours #2 Pump Operated:	76		Average /day:	2.45		
5. Total Hours River Pumps Operated:	211		Average /day:	6.81		
6. Main St. Booster Station Gallons Pumped:	2.717		Average /day:	0.087645161		
FILTRATION						
1. Hours Transfer Pumps Operated:	145.50		Average/day:	4.69		
2. Hours Tower Pump Operated:	18.00		Average/day:	0.58		
3. Filters Washed:	12					
4. Gallons Washwater Used:	1.016					
5. % Treated water used in backwashing:	2.99					
MATERIALS PRECIPITATED DURING TREATMENT (IN TONS)						
Calcium Carbonate	2.167021					
Magnesium Hydroxide	0.502835					
Aluminum Hydroxide	0					
Lime Inerts	0					
Polymer	2.282					
Others	0					
Total	4.951856					
Effect Of Materials Precipitated On Missouri River						
Increase In River Water Suspended Solids:	0.0004328311019	mg/L				
LABORATORY ANALYSIS						
TESTS	RAW	PRESET	PRIMARY	FILTERS	BOF	TAP
Temperature	25 ° C	X	X	X	X	25 ° C
Fluoride (ppm)	X	X	X	0.32	X	0.57
Free Cl2 Residual (ppm)	X	X	X	3.56	0.88	0.27
Total Cl2 Residual (ppm)	X	X	X	3.91	X	1.87
Turbidity (NTU)	561	1.56	0.91	0.36	X	0.04
pH	7.66	7.8	7.8	7.5	X	7.7
Total Alkalinity (ppm)	X	141	X	X	X	133
Non Carb Hardness (ppm)	X	37	X	X	X	37
Total Hardness (ppm)	X	177	X	X	X	169
Calcium Hardness (ppm)	X	121	X	X	X	108
Magnesium Hardness (ppm)	X	56	X	X	X	61
Total Iron (ppm)	0.01	X	0.01	0.01	X	0.01
Manganese (ppm)	0.02	X	0.03	0.04	X	0.01
Copper (ppm)	X	X	X	X	X	0.01
Total Dissolved Solids (ppm)	X	X	X	X	X	375
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):				1.74		
Total # tap turbidity samples taken for month:				230		
Average # of tap turbidity samples taken daily:				7.419355		
Total # tap turbidity samples taken for month below 0.3 NTU:				230		
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:				1.87		
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**

PWS NAME CITY OF BOONVILLE				PWS ID MO3010089		MONTH JULY	
ADDRESS 901 RIVIERA DRIVE				PHONE (660) 882-4021		2015	
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. dsfctnt residual for month: <u>1.74</u> mg/l				TURBIDITY 1. Total number measurements taken monthly, A: <u>230</u> 2. number of measurements below 0.3 NTU, B: <u>230</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	4.75	24	2.00	0.04	0	0	0
2	4.50	24	1.88	0.04	0	0	0
3	5.25	25	1.87	0.04	0	0	0
4	4.00	23	1.98	0.05	0	0	0
5	3.50	25	1.71	0.04	0	0	0
6	5.50	24	1.67	0.04	0	0	0
7	4.75	24	1.71	0.04	0	0	0
8	4.75	23	1.76	0.03	0	0	0
9	5.50	25	1.80	0.04	0	0	0
10	5.00	25	1.88	0.04	0	0	0
11	4.25	25	1.96	0.03	0	0	0
12	5.25	25	1.43	0.04	0	0	0
13	5.50	24	1.49	0.04	0	0	0
14	7.00	25	1.27	0.06	0	0	0
15	6.50	25	2.04	0.05	0	0	0
16	6.25	26	1.77	0.05	0	0	0
17	6.25	25	1.25	0.06	0	0	0
18	5.00	26	1.79	0.04	0	0	0
19	3.75	27	1.05	0.04	0	0	0
20	5.75	26	1.98	0.04	0	0	0
21	4.50	27	2.36	0.03	0	0	0
22	5.50	25	2.18	0.03	0	0	0
23	5.75	26	2.15	0.03	0	0	0
24	5.50	26	2.50	0.03	0	0	0
25	5.25	26	2.42	0.03	0	0	0
26	4.75	26	2.29	0.04	0	0	0
27	5.50	25	3.06	0.04	0	0	0
28	5.25	27	1.87	0.08	0	0	0
29	7.25	26	1.61	0.06	0	0	0
30	5.75	26	1.70	0.04	0	0	0
31	5.50	26	1.61	0.04	0	0	0
Name of Person Preparing Report Todd W. Baslee			Signature of Responsible Official 			DATE 8/3/2015	

MO 780-1904 (12-04)

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

Distribution Disinfection

1. On Line 1., enter the total number of samples from the distribution system that were analyzed for residual 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.
2. 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.
3. Subtract B, from A. (A-B). Divide that number by A. Then multiply by 100. This will give you the value for C. For example: if A = 20 and B = 3, then C = $[(20-3)/20] \times 100 = 85\%$
4. On line 3., enter the arithmetic average for all residual disinfectant samples taken during the month.

Turbidity:

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

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

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

YES
NO

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

N/A

3. Was any individual filter level >1.0 NTU in two (2) consecutive recording fifteen (15) minutes apart?

NO

{If YES, perform "follow-up actions" no. 1}

4. Was any individual filter level, for three (3) months in a row > 1.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart?

NO {If YES, perform "follow-up actions" no.2}

5. Was any individual filter turbidity level >2.0 NTU in two (2) consecutive recordings, fifteen (15) minutes apart for two (2) consecutive months?

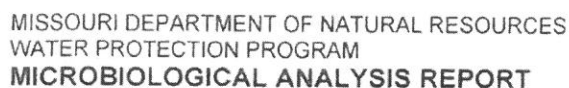
NO

{If YES, perform "follow-up actions" no. 3}

"FOLLOW-UP ACTIONS to PERFORM"

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



Missouri Gaming Commission

State/Local Allocation of Gaming Revenues

For the Period 7/1/2015 through 7/31/2015

Year beginning 7/1/2015



RECEIVED
8/12/2015

RPT MGC/3

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
07/01/2015	Wednesday	\$9,278.00	\$40,107.61	\$49,385.61	\$4,639.00	\$36,096.85	\$4,010.76	\$8,649.76
07/02/2015	Thursday	\$13,110.00	\$58,166.62	\$71,276.62	\$6,555.00	\$52,349.96	\$5,816.66	\$12,371.66
07/03/2015	Friday	\$16,074.00	\$77,940.00	\$94,014.00	\$8,037.00	\$70,146.00	\$7,794.00	\$15,831.00
07/04/2015	Saturday	\$13,788.00	\$63,011.53	\$76,799.53	\$6,894.00	\$56,710.38	\$6,301.15	\$13,195.15
07/05/2015	Sunday	\$10,572.00	\$47,918.38	\$58,490.38	\$5,286.00	\$43,126.54	\$4,791.84	\$10,077.84
07/06/2015	Monday	\$6,014.00	\$30,141.89	\$36,155.89	\$3,007.00	\$27,127.70	\$3,014.19	\$6,021.19
07/07/2015	Tuesday	\$7,902.00	\$38,512.74	\$46,414.74	\$3,951.00	\$34,661.47	\$3,851.27	\$7,802.27
07/08/2015	Wednesday	\$8,540.00	\$49,141.96	\$57,681.96	\$4,270.00	\$44,227.76	\$4,914.20	\$9,184.20
07/09/2015	Thursday	\$10,532.00	\$42,355.99	\$52,887.99	\$5,266.00	\$38,120.39	\$4,235.60	\$9,501.60
07/10/2015	Friday	\$13,452.00	\$65,219.18	\$78,671.18	\$6,726.00	\$58,697.26	\$6,521.92	\$13,247.92
07/11/2015	Saturday	\$13,926.00	\$62,771.36	\$76,697.36	\$6,963.00	\$56,494.22	\$6,277.14	\$13,240.14
07/12/2015	Sunday	\$10,436.00	\$44,532.28	\$54,968.28	\$5,218.00	\$40,079.05	\$4,453.23	\$9,671.23
07/13/2015	Monday	\$7,132.00	\$23,263.59	\$30,395.59	\$3,566.00	\$20,937.23	\$2,326.36	\$5,892.36
07/14/2015	Tuesday	\$8,214.00	\$39,936.61	\$48,150.61	\$4,107.00	\$35,942.95	\$3,993.66	\$8,100.66
07/15/2015	Wednesday	\$7,784.00	\$39,256.13	\$47,040.13	\$3,892.00	\$35,330.52	\$3,925.61	\$7,817.61
07/16/2015	Thursday	\$11,288.00	\$45,531.30	\$56,819.30	\$5,644.00	\$40,978.17	\$4,553.13	\$10,197.13
07/17/2015	Friday	\$13,670.00	\$70,936.45	\$84,606.45	\$6,835.00	\$63,842.81	\$7,093.64	\$13,928.64
07/18/2015	Saturday	\$14,054.00	\$61,758.30	\$75,812.30	\$7,027.00	\$55,582.47	\$6,175.83	\$13,202.83
07/19/2015	Sunday	\$11,334.00	\$63,132.56	\$74,466.56	\$5,667.00	\$56,819.30	\$6,313.26	\$11,980.26
07/20/2015	Monday	\$6,738.00	\$27,045.72	\$33,783.72	\$3,369.00	\$24,341.15	\$2,704.57	\$6,073.57
07/21/2015	Tuesday	\$7,440.00	\$26,350.17	\$33,790.17	\$3,720.00	\$23,715.15	\$2,635.02	\$6,355.02
07/22/2015	Wednesday	\$7,162.00	\$37,050.95	\$44,212.95	\$3,581.00	\$33,345.86	\$3,705.09	\$7,286.09
07/23/2015	Thursday	\$10,994.00	\$42,776.54	\$53,770.54	\$5,497.00	\$38,498.89	\$4,277.65	\$9,774.65
07/24/2015	Friday	\$13,640.00	\$70,301.93	\$83,941.93	\$6,820.00	\$63,271.74	\$7,030.19	\$13,850.19
07/25/2015	Saturday	\$14,592.00	\$69,479.04	\$84,071.04	\$7,296.00	\$62,531.14	\$6,947.90	\$14,243.90
07/26/2015	Sunday	\$12,578.00	\$47,225.63	\$59,803.63	\$6,289.00	\$42,503.07	\$4,722.56	\$11,011.56
07/27/2015	Monday	\$6,188.00	\$27,421.26	\$33,609.26	\$3,094.00	\$24,679.13	\$2,742.13	\$5,836.13
07/28/2015	Tuesday	\$7,350.00	\$25,651.34	\$33,001.34	\$3,675.00	\$23,086.21	\$2,565.13	\$6,240.13
07/29/2015	Wednesday	\$7,002.00	\$27,641.16	\$34,643.16	\$3,501.00	\$24,877.04	\$2,764.12	\$6,265.12
07/30/2015	Thursday	\$11,420.00	\$49,671.30	\$61,091.30	\$5,710.00	\$44,704.17	\$4,967.13	\$10,677.13
07/31/2015	Friday	\$16,226.00	\$79,799.78	\$96,025.78	\$8,113.00	\$71,819.80	\$7,979.98	\$16,092.98
Casino Report Totals:		\$328,430.00	\$1,494,049.30	\$1,822,479.30	\$164,215.00	\$1,344,644.38	\$149,404.92	\$313,619.92
Casino YTD Totals:		\$328,430.00	\$1,494,049.30	\$1,822,479.30	\$164,215.00	\$1,344,644.37	\$149,404.93	\$313,619.93



August 12, 2015

Larry Schlotzhauer
Warren Schlotzhauer
c/o Attorney Philip Wooldridge
217 Main Street
Boonville, Missouri 65233

RE: Letter concerning Park Hill Minor Subdivision
standards of approval and approval process

Dear Larry and Warren:

The City Council's consideration of whether to approve the proposed subdivision plat and site plan resulted in the application of different, if not incompatible, standards of review. The City Council apologizes for the resulting disputes which led to delay, litigation and expenditure of time and resources by both parties and regrets any inconvenience or other harm that the delay in approving the proposed subdivision plat and site plan may have caused to you, your company and your employees.

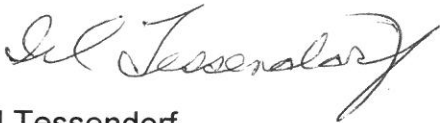
The City Council desires to minimize the potential for similar disputes and litigation in the future and to promote and advance development within the City by applying the subdivision and site plan standards as set forth in the City's Code of Ordinances and not creating requirements which have not been adopted or approved. More specifically, the Council will endeavor:

- 1) to approve a subdivision plat without undue delay and pursuant to the published standards;
- 2) to approve, disapprove, or conditionally approve such site plan without undue delay and pursuant to the published standards;
- 3) to exercise discretion with regard to the approval of a site plan under Section 2.100 of the Boonville Municipal Code in a manner that is neither arbitrary and capricious nor in violation of applicable state or local law; and

4) to the fullest extent practicable to avoid and prevent delay and additional costs like that which occurred in connection with the proposed subdivision plat and site plan;

The City Council hereby reiterates its apology and renews and reiterates its commitment to the enhancement and promotion of development within the City of Boonville by the application of fair and impartial processes and procedures to the consideration of all proposed subdivision plats as well as site plans submitted by qualified developers.

On behalf of the City Council of Boonville and my office,

A handwritten signature in cursive script, appearing to read "Irl Tessendorf".

Irl Tessendorf,
City Administrator