

CITY OF BOONVILLE

NOTICE

A tour of the remodeled area of the Isle of Capri Casino will be held on December 21, 2015 from 6:00 p.m. to 6:45 p.m. All City Council Members have been invited and are encouraged to attend. The event will be informal and will not have an agenda. Council Members are asked to meet in the lobby of the hotel at 6:00 p.m.

CITY OF BOONVILLE COUNCIL MEETING AGENDA

December 21, 2015

7:00 p.m.

I. Call to Order – Pledge and Prayer (Becky Ehlers)

II. Roll Call

III. Hearing of Citizens' Comments

- Alliance Water Resources Comments

IV. Approval of the Minutes of the December 7, 2015 Council Meeting

V. Consent Items

- a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Third Reading of Bill No. 2015-028 Authorizing Renewal of Professional Service Agreement between the City of Boonville and Alliance Water Resources, Inc.
- B) Second Reading of Bill No. 2015-034 Authorizing a Local Use Tax for General Revenue Purposes

VIII. New Business

- A) Accept Mayor Thatcher's recommendation of Whitney Venable for Ward 1 Councilman (Swearing in Following Vote)
- B) First and Second Reading of Bill No. 2015-035 Approving the Purchase of Real Property at 1734 West Ashley Road

IX. Reports of Standing Committees

- A) Planning and Zoning Commission (Ned Beach)
- B) Industrial Development Authority (Mark Livingston)
- C) Municipal Facilities Authority (Mark Livingston)
- D) Historic Preservation Board (Susan Meadows)
- E) Police Board (Henry Hurt)

- F) Housing Authority (Mark Livingston)
- G) Park Board (Becky Ehlers)
- H) Tourism Commission (Vanessa Dorman)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

Economic Development

- December 10, 2015 Economic Development Report

City Clerk

Building Inspector

- November 2015 Report

XI. Miscellaneous

XII. Adjourn

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

DRAFT COPY PENDING REVIEW AND APPROVAL OF CITY COUNCIL

City of Boonville
City Council Meeting
Minutes
December 7, 2015

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

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order at 7:00 p.m. and Mr. Mark Livingston led the prayer after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present: Mark Livingston, Becky Ehlers, Vanessa Dorman, Michael Stock, Susan Meadows, Ned Beach, and Henry Hurt. Ward 1 Council Seat Vacant.

HEARING OF CITIZENS' COMMENTS

Kathleen Conway, Secretary of the Board of Directors of the Boonville Community Foundation, and Laura Wax, Board Member, came before the Council to present three organizations with a donation from the Boonville Legacy Fund, which was started by the City of Boonville in 2012. The Boonville Community Foundation decided to grant \$15,000 to various projects around the city. Ms. Conway reported that \$10,000 was granted to the Cooper County Memorial Hospital for the new surgical suite, with \$5,000 remaining. Ms. Conway reported that the remaining \$5,000 was rewarding to the following three organizations: Boonville R-1 School District for a new Lending Library at the Hannah Cole Preschool for \$1,500; Harvest for the Hungry for \$2,500; and Boonslick Heartland YMCA for \$1,000. Each group came forward and Ms. Conway presented them with their check.

Charlie Brown, the City's current insurance carrier, addressed the Council on the insurance proposal that is before the Council for discussion at the meeting. Mr. Brown asked the Council to look at the insurance bids that have been included in the council packet. Mr. Brown, representing Savers Insurance, pointed out the differences between the two insurance companies, which do not show in the numbers that are listed in the worksheet that was included in the packet.

APPROVAL OF THE MINUTES OF THE NOVEMBER 16, 2015 COUNCIL MEETING AND CLOSED SESSION MEETINGS FROM JUNE 20, 2011; AUGUST 18, 2011; JANUARY 12, 2012; JANUARY 30, 2012; NOVEMBER 5, 2012; DECEMBER 3, 2012; NOVEMBER 18, 2013; AND AUGUST 3, 2015 NOVEMBER 2, 2015 COUNCIL MEETING

The minutes were presented for approval.

Mr. Beach moved and Ms. Ehlers seconded the motion to approve all of the minutes presented. Ayes: Livingston, Ehlers, Dorman, Stock, Meadows, Beach, and Hurt, Total (7); Opposed: None, Total (0); Absent: None, Total (0). Motion Carried.

CONSENT ITEMS

The following Consent Items were presented for approval:

- a) Consider Change Order No. 2 from Vance Brothers Inc., in the amount of <\$5,000.00> CREDIT, for the Asphalt Pavement Seals 2015
- b) Consider Pay Request No. 3 from Vance Brothers Inc. in the amount of \$5,823.50 for Asphalt Pavement Seals 2015
- c) Consider Pay Request No. 3 from APLEX, Inc. in the amount of \$104,004.00 for Concrete Street Repairs 2015
- d) Consider Change Order No. 2 from APLEX, Inc. in the amount of <\$0.00> for Concrete Street Repairs 2015

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

FIRST READING OF BILL NO. 2015-034 AUTHORIZING A LOCAL USE TAX FOR GENERAL REVENUE PURPOSES

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

DISCUSSION OF AUTO, PROPERTY, AND GENERAL LIABILITY INSURANCE PROPOSALS

Mr. Tessendorf briefed the Council on the Insurance Proposals. Mr. Tessendorf directed the Council to the packet for a better explanation of the numbers from the insurance companies for the Property/Liability Insurance Bids. The two insurance companies that bid were Charlie Brown, representing Savers Insurance; and Tom Million, representing MO PERM. Mr. Tessendorf advised the Council that he feels that the City is financially healthy enough to pursue higher deductibles with the new insurance and take some of the risk onto the City. Mr. Tessendorf advised that Savers Insurance has shown that the City has paid over \$1,000,000 in premiums over the past 5 years and the losses to date over that same 5-year period that have been paid out is just less than \$500,000. Mr. Tessendorf reviewed the worksheet in the packet by line item. Mr. Tessendorf's numbers show that Savers Insurance would be \$194,180 annually and MO PERM would be \$182,851 annually. Mr. Tessendorf reviewed other issues with the Council involving: Mustang and Similar Situations, Katy Bridge Excess Coverage, and Earthquake Coverage. Mr. Tessendorf reviewed the differences in the two insurance companies for each issue. Mr. Livingston questioned what exposure would the City would have had for this year, with the MO PERM rates that are shown. Mr. Tessendorf advised that he did not have those numbers and he did not have exact amount of claims for this year. Mr. Livingston confirmed with Mr. Tessendorf that the Prior Act's with MO PERM was a one-time charge. Mr. Tessendorf confirmed that it was a one-time charge that will be paid in the first year.

Mr. Beach moved and Mr. Hurt seconded the motion for the City to go with MO PERM Insurance Policy for the Auto, Property, and General Liability Insurance Bid. Mayor Thacher called for discussion. Mr. Hurt stated that he would have liked to have seen the numbers for the claims paid out this year comparing the two insurance companies, Savers verses MO PERM. Mr. Hurt was concerned that if we have a few incidents, as in the past, that the City will have to pay out some money. Mr. Livingston questioned that if there was a third insurance company that had bid, would the third company have had a charge for the Prior Act's. Mr. Tessendorf confirmed that the third company would have had that charge, only because the City would be leaving the current insurance company to go with that new insurer. The change in insurance is what causes that charge. Mr. Beach stated that when looking at insurance, and you are considering on going with higher deductibles; if the company is financially viable and there is good management over the finances, the company will accrue for the higher deductible with the savings from the lower premiums. Mr. Beach advised that he is not concerned about the higher deductibles because the city management has the discipline to set this money

back as a savings to cover the higher deductibles if there is an incident. Mr. Beach stated that the Prior Act's is a charge because the new insurance company will take care of any incidents prior to their time of coverage for the City (taking care of old incidents). Mr. Beach reiterated that it is a one-time charge; and then after the first year, it is gone. Ms. Dorman voiced her concern to the Council about going with a higher premium due to the possibility that the City could pay out a huge sum of money for any incidents that might occur. Roll call was taken on Mr. Beach's motion. Ayes: Beach, Total (1); Opposed: Livingston, Ehlers, Dorman, Stock, Meadows, and Hurt, Total (6); Absent: None, Total (0). Motion defeated.

Mr. Livingston moved and Ms. Meadows seconded the motion for the City to go with Savers Insurance as was suggested in the council packet for the Auto, Property, and General Liability Insurance Bid. Mayor Thacher called for discussion. Mr. Livingston stated that he understands that the City is trying to save money, but he had some concerns about the multiple vehicles the City has with higher deductibles. Mr. Beach clarified with Mr. Livingston if the motion on the floor was with the program with Savers that was outlined in the packet or if it was with Savers to continue with the lower deductibles. Mr. Livingston stated that it was the program with Savers Insurance that was outlined in the packet; however, Mr. Livingston stated that the auto deductibles in the packet were much lower than MO PERM. Mr. Livingston stated that he wants to use the program that was outlined and circled in the packet with Savers Insurance and had higher deductibles on some items. Mayor Thacher questioned Mr. Brown if he had closed his downtown business. Mr. Brown confirmed that he had closed the downtown business. Mayor Thacher confirmed with Mr. Brown if he lived in Boonville. Mr. Brown stated that his house in Boonville is a secondary residence. Roll call was taken on Mr. Livingston's motion. Ayes: Livingston, Dorman, Stock, Meadows, and Hurt, Total (5); Opposed: Ehlers, and Beach, Total (2); Absent: None, Total (0). Motion Carried.

REPORTS OF STANDING COMMITTEES

BOARD OF PUBLIC WORKS

Ms. Ehlers advised that the meeting was cancelled due to the Thanksgiving holiday.

PARK BOARD

Ms. Ehlers advised that the meeting was brief and the minutes are in the packet. Ms. Ehlers advised that in the near future, the community survey would move forward.

HOUSING AUTHORITY

Mr. Livingston stated he was unable to attend; however, the committee is managed very well.

STREET, ALLEY, AND SANITATION BOARD

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

CEMETERY BOARD

Ms. Dorman stated that she was unable to attend the meeting. Ms. Dorman stated that contact was made with Tim Derendinger in reference to the poor quality of the mowing of the cemeteries. The Board has decided to have it rebid.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Mr. Tessendorf reported that Mayor Thacher and he received a recommendation from Building Inspector, Mr. Steve Hage, to set an evidentiary hearing for three dangerous buildings in the city on Monday, January 4, 2016 at 6:15 p.m. Mr. Livingston moved and Ms. Ehlers seconded the motion to set the date of the hearing for Monday, January 4, 2016 at 6:15 p.m. Roll call was taken on Mr. Livingston's motion. Ayes: Livingston, Ehlers, Dorman, Stock, Meadows, Beach, and Hurt, Total (7); Opposed: None, Total (0); Absent: None, Total (0). Motion Carried.

MAYOR

Mayor Thacher stated that she has a recommendation for the Ward 1 vacancy. Mayor Thacher stated that she has brought his resume for the Council to consider. The resume was distributed to the members of the Council. Mayor Thacher stated that there would not be a vote on his appointment tonight; whereas the vote will be at the next meeting. Mayor Thacher stated that her recommendation is Mr. Whitney Venable, whom she has met with. Mayor Thacher stated that he is excited about possibly being voted onto the Council.

CITY COUNSELOR

No report was provided.

CITY CLERK

Ms. Studley advised that the candidate-filing period for the April 5, 2016 Municipal Election would open on Tuesday, December 15, 2015 from 8:00 a.m. to the Closing date of January 19, 2016 at 5:00 p.m. The offices to be filled for the election are for a 2-year term for the Council Representatives for Wards 1 through 4 for those seated on the South side. A public notice of this filing period was published in the Boonville Daily News on December 4.

MISCELLANEOUS

Mayor Thacher stated that she attended many of the events that were held downtown for the holiday festivities; which included an event at the DAR House on Sunday afternoon. Mayor Thacher stated that it was a very good event. Mayor Thacher stated that this year, they chose to have a fundraiser throughout the year, and at the event, they presented a check for \$45,000 to the Wounded Warrior Project. Mayor Thacher added that the DAR then presented a check for \$5,000 to the VA Hospital. Mayor Thacher stated that the DAR is a great organization and very good for our community.

ADJOURN

With no further discussion, Ms. Ehlers moved and Ms. Meadows seconded the motion to adjourn at 7:52 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 December 21, 2015 the sum of **\$1,324,221.70**

General Fund	\$452,836.74
Sanitation	\$21,685.11
CIP Tax	\$113,627.34
Water Works	\$52,182.04
Capital Projects	\$335,200.62
Waste Water	\$59,114.46
Tourism	\$6,952.28
Gaming	\$282,623.11
Parks/Water	\$0.00

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to \$1,324,221.70 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 December 21, 2015 read for the second time this 21st day of December 2015 since a copy was made available prior to the meeting.

Approved December 21, 2015 _____
Mayor

Endorsed December 21, 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.

Accountant

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT FOR THE MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE WATER TREATMENT PLANT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND ALLIANCE WATER RESOURCES, INC.; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City elected to enter into a professional management agreement at the Water Treatment Plant with Alliance Water Resources, Inc. in 2013 for the following reasons:

- 1) the technological environment surrounding the production of drinking water has become increasingly complex;
- 2) the regulatory environment surrounding the production of drinking water has become increasingly restrictive and complex; and
- 3) this environment requires advanced skills, training and expertise for effective management and operation of the water treatment plant;
- 4) these increasing burdens result in additional costs occurring within a difficult economic status both locally and nationally thereby resulting in a need for informed, systematic and specialized management to garner the most cost-effective approach possible; and
- 5) the City has significant, high priority management responsibilities which must be devoted to the wastewater treatment system for the foreseeable future requiring full attention; and

WHEREAS, the Alliance Water Resources, Inc. management team has proven competent, successful and responsible in executing the existing agreement and in operating the Water Treatment Plant during the initial term; and

WHEREAS, the attached Professional Services Agreement, herein attached and incorporated by reference as Exhibit "A", defines the scope of services, compensation and terms and condition under a five year contract with a renewal option for a second five year term.

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

SECTION 1: That the City of Boonville, Missouri hereby agrees and authorizes renewal of the Professional Services Agreement attached hereto as "Exhibit A" and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: That the Mayor and the City Clerk be and hereby authorized to execute this Agreement on behalf of the City of Boonville.

SECTION 3: This Ordinance shall take effect and be in full force from and after the defined commencement date as established by the Agreement.

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: September 21, 2015

SECOND READING: October 5, 2015

**READ FOR THE THIRD TIME AND PASSED THIS 21st DAY OF December, 2015, AFTER
A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT AND EXHIBITS HAVE
BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.**

PRESIDENT OF THE COUNCIL

APPROVED THIS 21st DAY OF December, 2015

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

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

BILL NO. 2015-035

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING THE PURCHASE OF REAL PROPERTY IN THE CITY OF BOONVILLE AT 1734 WEST ASHLEY ROAD AND AUTHORIZING THE CITY ADMINISTRATOR TO TAKE SUCH ADDITIONAL ACTIONS AS ARE NECESSARY AND PROPER TO COMPLETE THE PURCHASE OF SAID PROPERTY TO THE CITY OF BOONVILLE

WHEREAS, pursuant to the Missouri Sunshine Law provision 610.021(2), the Council has met with the City Administrator in closed session relative to the purchase of a parcel of real estate, to include all or a portion of the property at 1734 West Ashley Road, and authorized him to negotiate the legal consideration therefor; and

WHEREAS, the owners of the property at 1734 West Ashley Road, James and Jolene Hodges (hereinafter “the Hodges”) have agreed to sell a certain portion of that property to the City of Boonville; and

WHEREAS, the City Administrator and the Hodges have negotiated a the sale price of One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500.00) for the City’s acquisition of approximately 12.5 acres at that location; and

WHEREAS, the City Council has reviewed the terms of the sale and the outcome of the negotiations therefor and now wishes to approve the contract for purchase of the property.

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

SECTION 1: That the purchase of a part of the real property known as 1723 West Ashley Road is hereby approved by the City Council of Boonville, as described in the contract for sale of residential real estate which is attached hereto and marked as Exhibit A. Exhibit A is incorporated herein by reference as if set forth fully in this ordinance.

SECTION 2: The City Administrator is hereby authorized to take such additional actions as are necessary and proper for the City to complete the purchase of real estate, as the parcel is described and depicted in the contract at **Exhibit A**, and in accordance with its terms, so that the City may take title to the property upon and from the date of closing.

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

FIRST READING: December 21, 2015

READ FOR THE SECOND TIME AND PASSED ON THIS 21ST DAY OF DECEMBER, 2015, AFTER A COPY OF THIS ORDINANCE AND REFERENCED SITE PLAN HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 21ST DAY OF DECEMBER 2015

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

Reference Hodges to City of Boonville Counter-Offer # 3



Counter Offer # 3

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.

8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): ☒ Seller ☐ Buyer ("Counter Offeror")

9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

10 Seller: James Brent Hodges and Jolene D. Hodges

11 Buyer: City of Boonville

12 Property commonly described as: 1734 W. Ashley Road, Boonville, MO 65233

13
14
15
16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

19 (a) Purchase price shall be \$157,500.00

20 (b) Earnest Money deposit shall be same

21 (c) Closing date shall be on or before December 23, 2015

22 Check the following (d-e) only if applicable:

23 (d) ☐ MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):

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33 (e) ☐ MSC-2020 - Contract Conditions, changed as follows:

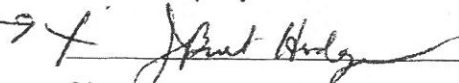
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(f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):

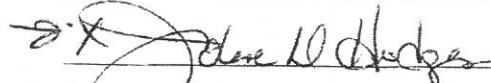
Buyer will pay for the Survey including both tracks. Tract #1 will be the property the buyer is purchasing. Tract #2 will include 1730 W Ashley Road and the remaining acreage of 1734 W. Ashley Road, not being purchased by buyer. SEE ATTACHED MAP. Including easement for buyer for ingress and egress to 1734 W. Ashley Road to ~~encumbrance~~ main drive thru Southern portion of split and to cul-de-sac.

encumbrance 

4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the manner set forth in Section 30 of the Contract on or before November 13, 2015, at 5:00 p. m. (the "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or sell the Property.

 Date 11/10/2015
Signature of Counter-Offeree (Check one (1) below, as applicable)

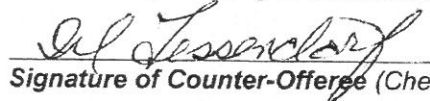
☒ Seller ☐ Buyer ("Counter-Offeree")

 Date 11/10/2015
Signature of Counter-Offeree (Check one (1) below, as applicable)

☒ Seller ☐ Buyer ("Counter-Offeree")

5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)

Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

 Date 11-10-15 Time 10:00 A. m.
Signature of Counter-Offeree (Check one (1) below, as applicable)

☐ Seller ☒ Buyer (Counter-Offeree)

Date _____ Time _____ m.
Signature of Counter-Offeree

☐ Seller ☐ Buyer (Counter-Offeree)

Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new Counter Offer (initial one, as applicable).

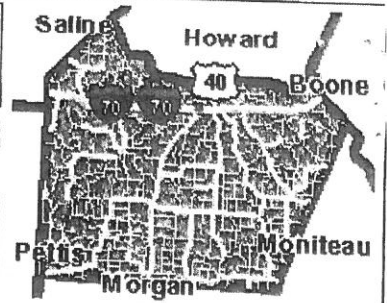
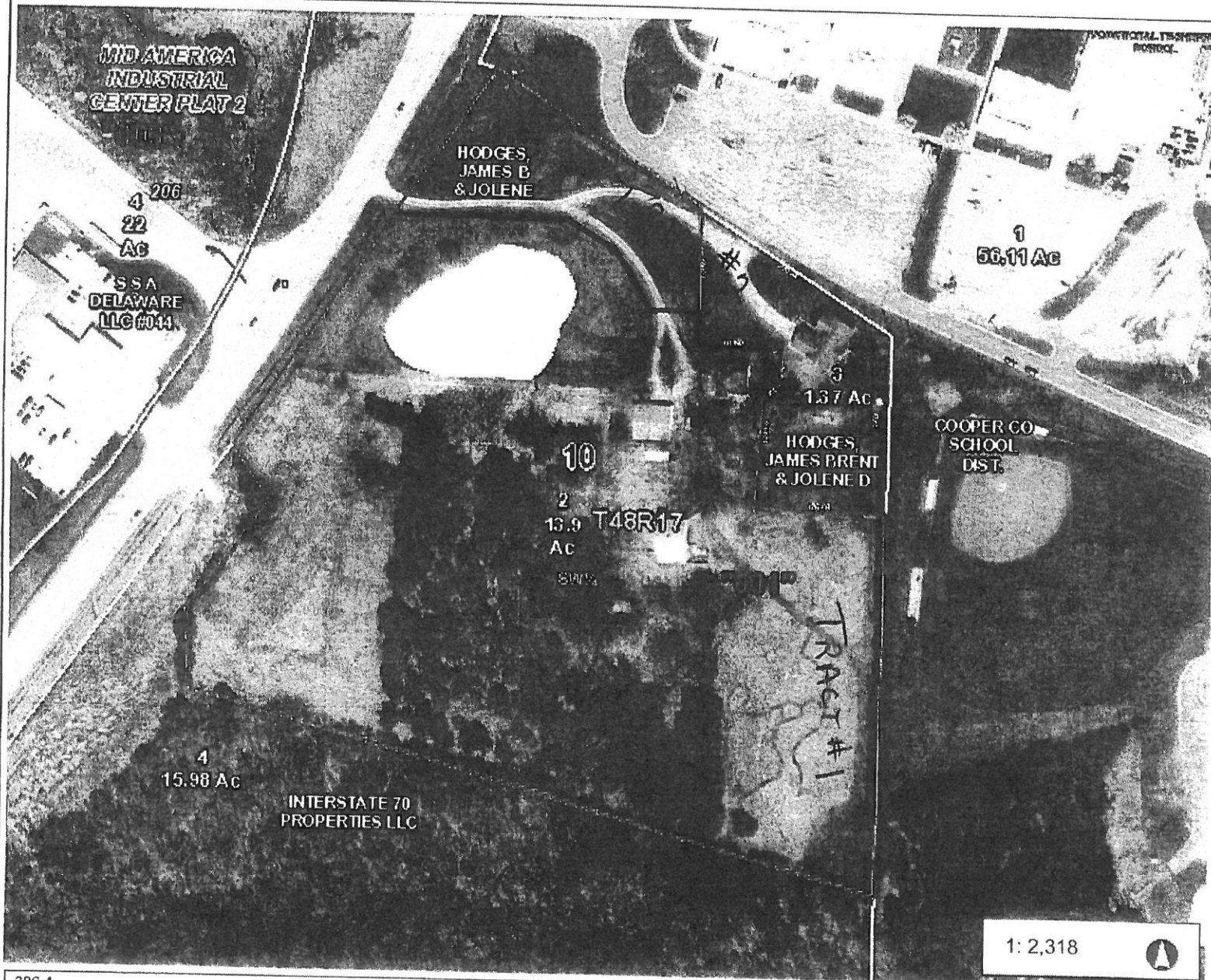
Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a copy hereof.

New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and hereby make a new Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
Last Revised 12/31/10.

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Cooper County, MO



Legend

- Road
 - <all other values>
 - Interstate
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- Railroad
- Parcel
- Parcel Number/Acres
- Owner Name
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- Original Lot
- Tract
- Original Block
- Map Block
- Subdivision
- Easement
- Right-of-Way
- Stream
- Water Boundary
- Section
- Qtr Section
- Township Range

Notes

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


**Missouri
REALTORS®**

Contract for Sale of Residential Real Estate

This Contract has important legal and tax consequences. If not understood, consult your attorney before signing.

1 This Contract is made between James Brent Hodges, Jolene D. Hodges, h/w ("Seller") and
2 City of Boonville ("Buyer"). The "Effective Date"
3 shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if any).

4 **1. PROPERTY.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real
5 estate (if no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be
6 confirmed by a Survey pursuant to Section 6 below). Such real estate, together with all existing improvements located thereon
7 (including all permanently attached equipment and fixtures not specifically excluded below) and all rights, privileges and easements
8 appurtenant thereto, and any items of personal property specifically included below, are collectively referred to herein as the
9 "Property." Legal Description is (insert if available): S10, T48, R17

☐ (Check box if legal description attached)

1734 W. Ashley Road

Boonville

MO

65233

Cooper

Street Address

City

State

Zip Code

County

13 **2. INCLUSIONS AND EXCLUSIONS.** The Purchase Price and the Property includes (but is not limited to) all of the following (if any)
14 which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. **Note: This Contract, and**
15 **not the Seller's Disclosure Statement, multiple listing service or other promotional material, provides for what is included in**
16 **this sale.**

Access to Property

- Garage Door Opener(s) & Control(s)
- Keys and Remote Entry Controls

Exterior

- Exterior Lighting, Landscaping & Mailbox
- Fences (including invisible pet systems, collars and controls)
- Sprinkler Systems and Controls

Systems and Utilities

- Heating, Cooling, Electrical
- Plumbing Fixtures/Systems (Built-in)
- Humidifier (if attached)
- Propane Tanks (excluding portable tanks - see also lines 240-241)
- Radiator Shields
- Security & Alarm Systems

- Vacuum Systems (Central) & Attachments
- Ventilation and Exhaust Fans
- Water Heaters, Softeners & Sump Pump
- Window Air Conditioning Units

Kitchen / Cooking Related

- Dishwashers & Trash Compactors
- Garbage Disposals
- Gas Fired Barbecue Grills (Built-in)
- Microwave Ovens (Built-in)
- Ovens/Ranges and Attachments

Electrical, Lighting & TV Related

- Attic and Ceiling Fans
- Lighting Fixtures
- TV Antennas (if attached)

Fire / Fireplace Related

- Fire and Smoke Alarms

- Fireplace Equipment and Doors (if attached, including artificial logs)

Window / Wall Related

- Blinds, Shades, Shutters, Storm Windows, Sashes and Doors, Screens, Awnings
- Curtain & Drapery Hardware (only)
- Mirrors (Attached) & all Bathroom Mirrors
- Shelving & Closet Organizers (if attached)

Flooring Related

- Floor Coverings (if attached), Tacked Down & Wall to Wall Carpet

Miscellaneous

- Manuals and written warranties in Seller's possession pertaining to any of the foregoing

17 **To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.**

18 The following items are also included in the sale (e.g., list any non-affixed equipment or machinery, household or other personal
19 property): Home, 50x45 metal building, 12.5 acres m/l

21 The following items are excluded from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller, such as satellite
22 dish equipment) n/a

3. PURCHASE PRICE.

25 \$150,000.00

26 \$5,000.00

is the "Purchase Price" for the Property and is to be paid by Buyer as follows:
as "Earnest Money" in the form of (check one):

27 ☐ personal check ☐ cashier's check ☒ other City of Boonville, to be supplied at the time
28 of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be
29 deposited not later than ten (10) banking days after the Effective Date in an escrow account with
30 Cooper County Land Title, LLC ("Escrow Agent"). Upon written request made by
31 either party, Escrow Agent shall confirm its actual receipt and deposit of any Earnest Money. Escrow Agent may also retain any
32 interest earned on any such Earnest Money. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the
33 balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent (Funds) at Closing.

34 **4. CLOSING.** Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase
35 Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of
36 Cooper County Land Title, LLC
37 Boonville, MO, on 02/10/16 or sooner 02/10/16 ("Closing Agent") in
38 City, State, Month Day (the "Closing Date").

RES-2000

Reference (e.g., Seller & Buyer) Hodges to City of Boonville

39 Possession and all keys will be delivered to Buyer at: (check one) ☒ Closing or ☐ other

40 **Note:** The parties should complete and attach an appropriate rider if possession is to be transferred on a day other than day
41 of Closing (e.g., see RES-3010 Residential Lease; MSC-2080 Agreement for Possession by Buyer Prior to Closing; MSC-2090
42 Agreement for Possession by Seller After Closing) or if temporary access to the Property for a limited purpose is to be made
43 available prior to Closing (see MSC-2085 Limited Purpose Entry by Buyer Prior to Closing). Brokers are not responsible for
44 delivery of keys. It is recommended that Buyer change locks following possession.

45 Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in
46 possession pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with
47 any improvements or repairs required by this Contract), ordinary wear and tear excepted. (Note: If the Property is to remain tenant
48 occupied, then the parties should complete and attach Rental Property Contract Rider MSC-2035).

49 **5. FINANCING.** (Check applicable box) **Note:** If Buyer's lender or Closing Agent cannot fulfill their obligations under the
50 *Dodd-Frank Wall Street Reform and Consumer Protection Act* and the regulations promulgated by the Consumer Financial
51 Protection Bureau, it may be necessary for Buyer to request Seller to agree to an extension of the Closing Date.

52 ☒ **A. Not Conditioned Upon Financing.** (Although not a condition to performance, Buyer may finance any portion of Purchase Price).
53 ☐ **B. Nonconventional.** (Attach Financing Agreements rider, MSC-2010, for Assumption, Seller Financing or Government Financing).

54 ☐ **C. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to the execution of a completed
55 loan application and other instruments, payment to lender for a credit report, appraisal and any other required fees, to provide all
56 information required by lender and to otherwise cooperate fully in order to make a good faith effort to obtain the financing described
57 below. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms
58 described below, by 5:00 p.m. on the date (the "Loan Condition Deadline") which is _____ days (21 days if none stated) after the
59 Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall thereafter not be
60 conditioned upon Buyer's obtaining financing; provided, however, if such lender will not give Buyer such Notice then Buyer may directly
61 notify Seller (on or before the Loan Condition Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the
62 terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender. If Buyer has complied with the
63 terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then
64 this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).

65 (Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____

66 Initial interest rate not to exceed: _____ %.

67 Type (check one): ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ years.

68 Other terms: _____

69 **Note:** A lender's loan approval process may not include an appraisal or other such comparison or determination of value of
70 the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If
71 Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified
72 value, then Buyer should complete and attach to this Contract rider MSC-2020 (Contract Conditions part C). If the Loan
73 Condition Deadline passes without a termination as outlined above, Buyer remains obligated under this Contract. Therefore,
74 Buyer should be certain that Buyer will have available the Funds required to close. A "loan commitment" or "preapproval"
75 does NOT necessarily guarantee that Buyer's loan will actually be funded.

76 **6. TITLE AND SURVEY.** At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as
77 directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable
78 form.

79 Within 10 days (10 days if none stated) after the Effective Date (check applicable box below):

80 ☒ **A.** Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in
81 the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

82 ☐ **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

83 ☐ **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.
84 (Specify if otherwise) _____

85 ☐ **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

86 The Title Commitment shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in
87 Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and
88 liability, may also obtain a survey of the Property ("Survey") to determine if there are any defects, encroachments, overlaps, boundary
89 line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike.
90 **Note:** Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full
91 survey coverage to Buyer. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate Buyer's selection as
92 to the type of survey or service to be provided and the company which is to perform the same, or to indicate Buyer's selection as
93 of this right.

94 Buyer shall have 10 days (20 days if none is stated) after receipt of the Title Commitment to review the same, including all
95 subdivision, use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to
96 obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to
97 therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer shall have 10 days (20 days if
98 none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice
99 of any Objections to Seller. Buyer's failure to timely deliver Notice to Seller of any Objections within the applicable Review Period will

100 constitute a waiver by Buyer of any Objections. **Note: MSC-2055 (Title and Survey Notice) may be used to facilitate the delivery**
101 **of any Title or Survey Objections, responses thereto and the resolution thereof.**

102 If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such
103 Objections. Seller shall have 7 days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to
104 correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate
105 unless Buyer, within 3 additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections,
106 agrees in writing to accept the title without correction of such Objections. **Note: If Seller fails to timely respond to Buyer's**
107 **Objections, then Seller shall be deemed to have refused to agree to correct any such Objections.** If the Contract is terminated
108 under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a
109 failure of marketable title, then Seller shall be liable for survey and title examination charges. Notwithstanding anything herein to the
110 contrary, Seller shall be solely responsible and liable for clearing any exception to title that arises between the Effective Date and
111 Closing, and any existing monetary lien (other than any lien created as a result of Buyer's actions, and any general taxes or Special
112 Assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title
113 Commitment or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during
114 the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning
115 ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien and
116 inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise
117 provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued.

118 **7. INSPECTIONS.** Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected by Buyer
119 and/or required by Buyer's lender, upon reasonable advance Notice to Seller. Buyer may, at Buyer's option and expense, obtain
120 written inspection reports of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or
121 presence (if any) of: environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including
122 water well, sewer, septic and wastewater treatment systems; roof and other structural improvements; heating and air conditioning
123 systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; basement
124 leaks and exterior drainage; and mechanical equipment, including appliances. Except as set forth in Section 6 with respect to Survey
125 and Title Objections, Buyer may also review additional property data, including but not limited to zoning regulations; general taxes;
126 school district; square footage of improvements; and insurability of the Property ("Additional Property Data"). **NOTE:** The availability
127 of insurance must be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance, as well as
128 the possibility that premiums may increase over the amount of premiums previously charged for insurance coverage(s), as well as
129 also contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside
130 in the area.

131 Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of any
132 unacceptable condition(s) (the "Inspection Notice", See MSC-2050), within 10 days (10 days if none stated) after the Effective Date
133 (the "Inspection Period"). **Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The**
134 **Inspection Notice should include all matters unacceptable to Buyer.** Buyer agrees to immediately repair any damage to the
135 Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without
136 limitation reasonable attorney fees and court costs resulting from these inspections. Buyer's obligations under this Section shall survive
137 termination of this Contract.

138 If Seller has not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the
139 results of such inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections;
140 (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or
141 (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer (subject to Section 8). Failure to obtain any
142 Inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

143 If this Contract is not terminated as provided above, Seller shall have 7 days (7 days if none stated) after Seller's receipt of the
144 Inspection Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. **Note: If Seller fails to**
145 **timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to**
146 **provide a monetary adjustment at Closing.** The parties shall have an additional 3 days (3 days if none stated) after Buyer's
147 receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the
148 correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed
149 to be automatically terminated and the Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either
150 a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's
151 expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer
152 originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an
153 agreement. **Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private**
154 **mortgage insurance). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit.**

155 **A limited warranty or service agreement may also be available for purchase regarding the Property (See MSC-2025).**

156 Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the
157 coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a
158 special knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received
159 directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects
160 that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any
161 way as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and
162 services may be offered by more than one company and the determination to select and engage a particular company and the
163 completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to
164 engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be
165 limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in
166 professional associations and years of experience. Buyer is encouraged to utilize form MSC-2045 ("Buyer's Inspection Authorization")

RES-2000

167 to facilitate and coordinate this process. *Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting*
168 *Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship disclosure Section below,*
169 *collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists,*
170 *environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home*
171 *inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee*
172 *or the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by*
173 *the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as*
174 *to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted*
175 *against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a*
176 *signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to*
177 *whether the statement was true or false. A licensee acting as a courier of documents referenced in this section shall not be*
178 *considered to be making the statements contained in such documents.*

179 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS.** Regardless of any other terms
180 of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow
181 Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow
182 Items") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent
183 such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release
184 signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by
185 Escrow Holder), at which time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court,
186 less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or
187 final judgment mandates its disposition; or (4) as may be required by applicable law. The parties specifically acknowledge and agree
188 that whenever ownership of the Earnest Money or any other escrowed funds received by a Missouri licensed real estate broker is in
189 dispute between the parties, said Escrow Holder is required by §339.105.4 RSMo to report and deliver the moneys to the State
190 Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such
191 moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of the written
192 consent of all parties as set forth above). *Note: An Escrow Holder who is not a licensed real estate broker is not necessarily*
193 *bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract*
194 *regarding any Escrow Items. If Escrow Holder requires that a separate escrow agreement be executed by the parties, then*
195 *those separate terms may supersede the foregoing and control.* In any reference in this Contract (including any attached rider) to
196 the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow
197 Holder and paid to the applicable service provider(s).

198 **9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to
199 maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and
200 necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken
201 by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof (a
202 "Taking"), or if all or any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly
203 provide Notice to Buyer of any such event, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to
204 its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer
205 and Seller shall proceed with the Closing. *Note: MSC-2510 (Notice of Property Damage) may be used to facilitate delivery of*
206 *Notice of any Property Damage and any election to be made in connection therewith. MSC-2520 (Notice of Taking) may be*
207 *used to facilitate delivery of Notice of any Taking and any election to be made in connection therewith.*

208 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide
209 Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent for each
210 policy and written authorization (if needed) for Buyer to communicate with the insurer; a copy of any written communications to and
211 from the condemning authority and/or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable
212 on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be
213 entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage
214 caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount
215 equal to any deductible not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a
216 credit against the Purchase Price otherwise payable by Buyer at Closing or (b) a credit to Buyer at Closing, and Seller shall assign to
217 Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to conduct any litigation
218 with respect thereto; or (2) rescind the Contract, in which case, all parties shall be released from any further liability under this Contract
219 and the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to proceed to
220 Closing to Seller within 10 days after Buyer has received such Notice of Property Damage (or Taking, as the case may be) and the
221 aforesaid information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than
222 10 days prior to the date scheduled for Closing). Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier
223 termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned
224 or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not
225 constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then
226 Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

227 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties with
228 sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (subject to current FHA and VA regulations, if
229 applicable, and except as may otherwise be expressly set forth herein or in a rider hereto). Such matters and the following prorations
230 shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the
231 "Closing Statement"), together with all other documents required of them pursuant to this Contract and/or customarily required by
232 Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both
233 Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

234 **Buyer shall pay for (where applicable):** (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if
235 required by lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing,
236 recording and escrow fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender
237 (e.g., appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses), unless
238 specifically agreed to be paid by Seller; (f) building, termite, environmental and any other inspections ordered by Buyer; (g) special
239 taxes, special subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing or becoming
240 due and payable after Closing; (h) the value of any heating oil or propane gas left in any tank at the Property (based on current market
241 rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any commission or other
242 compensation due from Buyer to the Broker(s).

243 **Seller shall pay for (where applicable):** (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not
244 assumed by Buyer); (b) expenses of Buyer's loan agreed to by Seller; (c) title company charges (including Closing, releasing and
245 escrow fees) customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and
246 fire district inspection fees; (e) so-called "one-time" Special Assessments levied and payable before Closing; (f) security deposits and
247 prepaid rents and expenses collected by or on behalf of Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any
248 commission or other compensation due from Seller to the Broker(s).

249 **Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller**
250 **to pay for day of Closing):** (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents
251 delinquent over 30 days to be collected by Seller and not adjusted; (b) general taxes (based on assessment and rate for current year, if
252 both are available, otherwise based on previous year); (c) any installments of Special Assessments becoming due and payable during
253 the calendar year of Closing; (d) subdivision upkeep assessments and monthly association fee; (e) interest (if Buyer assumes an
254 existing loan per Section 5 above); (f) flat rate utility charges (including water, sewer and trash); and (g) boat dock fees.

255 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the benefit of
256 the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written
257 consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the
258 existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer
259 may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to §1031 of
260 the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other and its qualified intermediary/third-party
261 facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by
262 reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the
263 parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for
264 purposes of consummating an Exchange at the request of another party (the "**Requesting Party**"). In addition, no party shall, by this
265 Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be
266 deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall
267 reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

268 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any rider(s) or other attachments hereto (if any) constitute the entire
269 agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the
270 subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all
271 parties.

272 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a
273 default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but
274 is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the
275 other party shall have the following remedies:

276 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as
277 a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from
278 liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer
279 (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing
280 that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that
281 return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual
282 damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects
283 to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject
284 to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or
285 other brokerage service agreement between them.

286 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as
287 a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the
288 Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not
289 impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an
290 approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at
291 law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with
292 respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

293 **14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be
294 entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and
295 reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

296 **15. SELLER'S DISCLOSURE STATEMENT.** (check one)

297 ☒ **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this
298 Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to
299 address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance
300 under this Contract.

301 ☐ **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3
302 days after delivery of the Disclosure Statement to review said disclosure, and to deliver Notice of termination to Seller if this Contract is
303 to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver
304 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

305 ☐ **C.** No Seller's Disclosure Statement will be provided by Seller.

306 **Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the**
307 **best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer**
308 **any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and**
309 **constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement**
310 **false or materially misleading.**

311 **16. LEAD-BASED PAINT DISCLOSURE.** Buyer has reviewed and signed, if required by law, a Disclosure of Information of Lead-
312 Based Paint and/or Lead-Based Paint Hazards form.

313 **17. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have
314 the right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities
315 turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is
316 then vacant, Buyer shall have the right to have the utilities transferred to Buyer within 4 days (4 days if none stated) prior to
317 Closing. This "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property
318 in the same general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike
319 manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to
320 complete any repairs agreed upon or required by this Contract.

321 **18. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of
322 which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice
323 pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method
324 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine,
325 digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

326 **19. GOVERNING LAW/CONSTRUCTION.** This Contract shall be construed in accordance with the laws of the State of Missouri,
327 including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or
328 neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for
329 convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any
330 one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then
331 such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but
332 rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal
333 or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to
334 determine the intent of the parties.

335 **20. NOTICES.** Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required
336 under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to
337 Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a
338 listing contract, a designated agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be
339 delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated
340 licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on
341 behalf of Buyer, a dual agent, transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute
342 delivery of the Notice.

343 **21. RIDERS.** The following are attached and incorporated herein as part of this Contract: (check all that apply)

344 ☐ Financing Agreements MSC-2010 ☐ Contract Conditions MSC-2020 ☐ Other _____
345 ☐ Other _____ ☐ Other _____ ☐ Other _____

346 **22. SPECIAL AGREEMENTS.** (complete only if applicable) _____

347 _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____

23. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)

is a real estate broker or salesperson, and is (check one or more, as applicable):

- ☐ a party to this transaction;
☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer, and/or
☐ an immediate family member of ☐ Seller ☐ Buyer.

24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. (check one, neither or both, as applicable)

☒ Seller ☐ Buyer

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

25. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Buyer is a: (Check appropriate box)

- ☐ Buyer's Limited Agent (acting on behalf of Buyer)
☐ Seller's Limited Agent (acting on behalf of Seller)
☐ Dual Agent (acting on behalf of both Buyer and Seller)
☐ Designated Agent (designated to act on behalf of Buyer)
☒ Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller)
☐ Subagent of Seller (acting on behalf of Seller)

Licensee assisting Seller is a: (Check appropriate box)

- ☒ Seller's Limited Agent (acting on behalf of Seller)
☐ Buyer's Limited Agent (acting on behalf of Buyer)
☐ Dual Agent (acting on behalf of both Seller and Buyer)
☐ Designated Agent (designated to act on behalf of Seller)
☐ Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer)

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

Associated Realty, lc

Broker's Firm Assisting Buyer (and MLS ID No., if required)

Broker's Firm State License # 2003001513

By (Signature) Paula Renfrow

Licensee's Printed Name: Paula Renfrow

Licensee's State License #: 2007012887

Date: November 5, 2015

Quinlan Agency.com

Broker's Firm Assisting Seller (and MLS ID No., if required)

Broker's Firm State License # 5230

By (Signature) Bruce R. Quinlan

Licensee's Printed Name: Bruce Quinlan

Licensee's State License #: 1999020994

Date: 11-6-2015

26. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

27. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

28. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number.

29. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

30. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting the Buyer by 2:00 p.m., of November 9, 2015.

31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

SIGNATURE PAGE TO FOLLOW ~ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO CONTRACT FOR SALE OF RESIDENTIAL REAL ESTATE

413

SELLER ACCEPTS OFFER (Sign Below)

414

415 BUYER

11/05/2015

Date

SELLER

Date and Time

416 Printed Name: City of Boonville

Printed Name: James Brent Hodges

417

418 BUYER

Date

SELLER

Date and Time

419 Printed Name: _____

Printed Name: Jolene D. Hodges, h/w

420

SELLER REJECTS OFFER (Initial) _____

421

422

423

SELLER COUNTER-OFFERS (Initial) JH JDH
Counter Offer form MSC-2040, which amends the terms of
this offer, is attached and incorporated into this Contract

RECEIPT AND ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

By (Signature) Paula Renfrow

Licensee's Printed Name: Paula Renfrow

Date: November 5, 2015

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

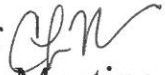
Last Revised 7/1/15.

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PAGE 8 OF 8
Hodges to City

TO: Planning and Zoning Commission Members
FROM: Charissa Mayes, City Planner 
SUBJECT: Cancellation of December Meeting
DATE: December 4, 2015

Because no items have been submitted for Planning and Zoning Commission consideration since the last meeting, the December 8, 2015 meeting is canceled.

Have a happy, healthy Christmas Season, and let's look forward to reviewing many exciting project proposals for the City of Boonville in the New Year!

THE INDUSTRIAL AUTHORITY OF THE CITY OF BOONVILLE
MINUTES
October 15, 2015

The Directors of the Industrial Authority of the City of Boonville met at the City Council Chambers on October 15, 2015. President Wilbert Meyer called the meeting to order at 5:30 PM.

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

Minutes of the September 17, 2015 meeting were presented and approved after a motion by Wendy Wooldridge and a second by Chad Gaines.

Harry Enderle presented the Treasurer's Report. The only activity is a little interest on the Lord Abbott Fund. The Treasurer's Report was approved after a motion by Ken Hirlinger and a second by Chad Gaines.

Economic Developer's Report

Highlights from Jim Gann's report, printed copy attached, included:

Strategic Planning: Jim reported that Jim, Wilbert and Presiding Commissioner Don Bargary met with Jim Lachner, Cooper County Assessor. An Economic Development incentive matrix has been updated taking into account the discussion from last month's meeting. Some additional tweaking may be needed. Based on the County Assessor's tax sheet that was furnished by the Assessor, Jim shared a spreadsheet on the Nordyne Distribution Center. Jim walked the board members through the spreadsheet and examples as applied to the Nordyne Distribution Center showing the current tax analysis, an improved tax analysis and an abated tax analysis. A stark contrast, for example, would be a greenfield that had been assessed at an agricultural rate and after a large building is built on it, the amount of that tax abatement could be very large, depending on the number of jobs it produced and how much of the tax is abated. A Chapter 100 Revenue Bond scenario was also presented by Jim using Boone County's rates for the example.

After the discussion, Wendy Wooldridge moved that we move forward with approval of the matrix and Chad Gaines seconded the motion. Wilbert Meyer stated that he had reached out to Lindi Overton, Tabitha Greis and Tom Halford regarding a change which he then presented to the board for the matrix. Wendy amended her motion to include Wilbert's suggested changes and Chad seconded the amended motion. The motion carried 5-0.

Missouri Innovation Center Opportunity: Jim next outlined an opportunity for local investment in the Missouri Innovation Center Investment Fund. Wilbert spoke in support of local investment and he suggested that we would request if an investment was made, that it be funded by the City. If that investment is made, it would be for a "seat at the table" and for valuable information the IDA would receive on new startups. It was agreed that more information will be sought, investigated and discussed. Board members agreed it is too early for any board action requesting this participation with the City's backing.

Attraction Activities: Activity Highlights from the attached report include:
Project Sesame 2: We have made "Round Two" with the Nordyne Building with a prospect, which is a fiber molding company. The prospect was looking for a greenfield proposal but the Nordyne building was submitted because it is very close to what they were planning to build. Boonville is one of four Missouri communities that are finalists. 150 jobs are projected by this prospect.

Continued next page

Attraction Activities continued:

Project Bed: There is now an advisory committee for this project and the committee will meet soon.

Project Sparkle: There have been a number of visits to Boonville by this wholesaler of consumer goods.

Miscellaneous

It was noted that Jim Gann has a conflict on his schedule with the next board meeting date which would be November 15th. The board agreed to a suggestion to combine the November and December meetings and meet on December 10th.

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

Respectfully submitted,

Ken Hirlinger
Secretary

THE MUNICIPAL FACILITIES AUTHORITY OF THE CITY OF BOONVILLE
MINUTES
October 15, 2015

The Directors of the Municipal Facilities Authority of the City of Boonville met at the City Council Chambers on October 15, 2015. President Wilbert Meyer called the meeting to order at 6:30 PM.

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

Minutes of the September 17, 2015 meeting were presented and approved after a motion by Harry Enderle and a second by Chad Gaines.

Harry Enderle presented the Treasurer's Report. The only activity is a little interest added to the bank accounts. The Treasurer's Report was approved after a motion by Chad Gaines and a second by Ken Hirlinger.

Miscellaneous

No board members or Jim Gann had any business to bring before the board.

There being no further business, the meeting was adjourned following approval of a motion by Wendy Wooldridge with a second by Bob Irish.

Respectfully submitted,

Ken Hirlinger
Secretary

Teresa Studley

From: Kate Fjell <kate.fjell@boonville-mo.org>
Sent: Friday, December 11, 2015 11:17 AM
To: Edward Lang; Jim Wilson; Kate Johnson; Lesley Oswald; 'Paula Shannon'; Sherry Broyles; Susan Meadows; Tamara Inge
Cc: teresa.studley@boonville-mo.org
Subject: NO Meeting Monday, December 14th

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Happy Friday everyone! I am cancelling the December 14th meeting for BHPAC, for lack of agenda items. We will meet in January.

Have a great weekend-

Kate

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

We've moved! Please note our new address

City Of Boonville Police Board Minutes From December 14, 2015

1. Meeting was called to order at 7:00 P.M. by Vice-Chairman Ralph Twillman
2. Members Present: Ralph Twillman, Gene Cummins, Tom Halford City Council Representative Henry Hurt, and Chief Bobby Welliver
3. Members Absent: Michael Drew and Brett Cooper
4. Guests Present: None
5. Public Comments: None
6. Tom Halford made the motion to approve the minutes from the August 10, 2015 and October 12, 2015 meetings which was seconded by Gene Cummins. Motion was passed by unanimous vote.

Reports

A. Chief Welliver

1. Sgt. Jere Lang has announced he will retire at the end of December after 38 years of service. We will host a retirement celebration for him December 22nd at 1:30 P.M.
2. We have hired two new patrol officers. Michael Fowler was hired from Mexico Public Safety and started work on November 14, 2015. Matt Naumann has been hired and will begin work on December 27, 2015. Matt previously worked for the Cooper County Sheriff's Office for 10 years. Both have prior law enforcement experience which is a plus for our department.
3. Lt. Joe Pangbun started attending the Missouri Police Chiefs Command College in Jefferson City and is scheduled to graduate in May of 2016.
4. We are going to 12-Hour shifts on a trial basis starting on December 27, 2015 for a three month trial period. This will allow each officer to have two weekends off per month. The officer's initiated the request and came up with a workable schedule which allows us to maintain the manpower I feel is essential. It is my belief that this schedule will help us attract and keep officers in the future. Most studies show the 12-Hour shifts improve officer morale, reduce sick time, and reduce comp time. Each officer will work roughly 15 days per month which allows them more time for their families and outside interests. There are no additional costs to the city. This issue has been discussed for many years and many departments are going to this schedule so we want to allow a fair trial to see if it works for our department.

7. Unfinished Business

- A. The 2016 Chevrolet Impala has arrived and is in service.**

8. New Business:

- A. We were awarded a 2015 grant in the amount of \$2,607.02 from the Bulletproof Vest Grant. This grant reimburses the city for one-half of the costs for each vest we purchase. We have received this grant since 2000. This grant allows us to purchase vests for new officers and replace outdated vests for current officers. Each new vest costs \$880.00 and must be replaced every five years. This grant provides funding to allow us to maintain that schedule. Since 2000 we have received over \$25,000.00 to fund these purchases.**

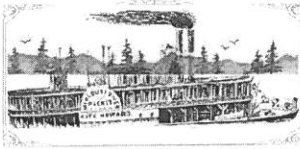
9. Miscellaneous:

- A. Ptl. Jamaal Baskett has been promoted to the rank of Corporal effective on December 27, 2015.**
- B. Cpl.'s Eric Moss and Scott Wack have been promoted to the rank of Sergeant effective on December 27, 2015**
- C. Preliminary Budget for the 2016-2017 fiscal year has been submitted.**

10. Meeting Adjourned At 08:10 P.M.

Respectfully Submitted,


Chief Bobby Welliver



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 December 9, 2015

On the 9th day of December, 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
	Robert Rorah	Secretary / Executive Director
Absent:	Mark Livingston	City Council Rep.
	Albert Turner	Commissioner
Guest:	Scotty Purvis	Nancy Drew

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

1. Consideration was given and discussion held on minutes of the November 11, 2015 regular board meeting. Motion was made by Charles Green to approve the minutes. The motion was seconded by Marilyn, Adkins. The motion passed.
2. Review of UMB Bank Balance, Report on Bills Paid in November, 2015, Bank Reconciliation Statement/September 30, 2015 and October 31, 2015. UMB Statement/September 30, 2015 and October 31, 2015. Operating Budget Trial Balance/September 30, 2015 and October 31, 2015
3. Report of the Secretary included: (PIC Rating) "Public and Indian Housing Information Center" reporting score for November 30, 2015, Project Performance Reports for November 30, 2015
5. Unfinished Business Included: Urlaub Housing Software, Hiring a new Office Clerk and New Attic Insulation completion.
6. New Business included: FYE 6/30/2015 Annual Audit has been scheduled for December 14 & 15, 2015 here at the business office.
7. Miscellaneous – Consideration was given and discussion held on the 2016 Utility Allowance Schedule. Marilyn Adkins made motion to approve the 2016 Utility Allowance schedule. John Linville seconded the motion. The motion was approved. Thank you and recognition was given to Nancy Drew for her 12 plus years of dedicated service to the Housing Authority. All Commissioners and Employees present wished her well in her retirement.
8. 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** _____

Park Board Minutes
December 15, 2015

Present: Morris Carter, Jimi Barbarotta, Albert Turner, Kathleen Conway, Kevin Griffy, Gary W. Nauman, Director of Parks and Matt Schneringer, YMCA

Absent: Becky Ehlers, Council Representative

Motion by Jimi Barbarotta, seconded by Kathleen Conway to approve Minutes of the November 17, 2015 meeting as presented. Motion carried.

Public Comments: None

Old Business:

A. Continue Discussion Kemper Park Master Plan: Gary Nauman advised the Board that he is completely frustrated with Ms. Johnson, UMC Extension. He has attempted to contact her on several occasions following her return from South Africa but she will not return his calls or messages. He recommended to the Board that he is ready to drop the Public Opinion Survey and proceed with the Master Plan. Gary Nauman advised the Board that he could proceed without the survey and give Shaffer, Kline and Warren a list of items from previous Public Forums and conversations. Albert Turner made a motion to drop the survey and proceed without it. Kevin Griffy seconded the motion. During the discussion following, the Board then entered into a lengthy discussion on the merits of the Master Plan. Gary Nauman told the Board that there were some initiatives that he could not speak at length about that could change the perspective of the Master Plan once they are made public. Albert Turner asked what the Master Plan was going to cost and Gary Nauman advised the Board the quote is in excess of \$20,000.00. The discussion then centered around why spend that amount of money on a Master Plan that may not be relevant. The Board asked Gary Nauman if we could continue development of Kemper Park based upon information he currently has. He stated that he could. Albert Turner and Kevin Griffy withdrew their motion. Morris Carter then moved to abandon the Master Plan entirely and proceed with information we already have. Albert Turner seconded the motion. Motion carried.

New Business:

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

B. Reschedule January and February 2016 Meeting Dates: Gary Nauman advised the Board that due to the Martin Luther King and Presidents Day holidays, we needed to reschedule the Board meeting dates. Following a discussion, the Board agreed to meet on January 12 and February 9, 2016.

Miscellaneous: Albert Turner asked about the status of the equipment bag for public checkout. Gary Nauman advised that he and Matt Schneringer would be working on it soon. Albert Turner then opened a discussion about programming for baby boomers and sustainability. Matt Schneringer and Gary Nauman talked about recent initiatives by the YMCA to provide programming for older adults and the lack of participation.

There being no further business, the meeting adjourned.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gary W. Nauman".

Gary W. Nauman
Director of Parks

Tourism Commission- Minutes DRAFT
December 15, 2015
Katy Depot, 320 1st Street

Members Present: Deb Jewett, Robin Billings, Leah Jonkers, Vanessa Dorman (Council Rep)
Staff: Katie Gibson, Kate Fjell
Members Absent: Theresa Krebs, Holly Peterson

I. Call to Order

The meeting was called to order at 6:10 PM

II. Public Comments

No public comments were offered

III. NEW BUSINESS

a. Minutes from September meeting

The minutes from the September meeting were presented to the committee. Leah moved and Deb seconded that the minutes be approved as presented. The motion passed unanimously.

b. End of November Financial Report (see attached)

The Financial Report was presented. It was noted that there is some unspent advertising money still and that some of the opportunities discussed tonight could be funded through the current year's advertising budget.

c. MO Life proposals – TV and Brochures

Missouri Life met and presented Katy with two proposals. The first was to participate in the KMOS Missouri Life TV program and the second was to redesign the visitor or walking tour brochure.

Katie explained that Missouri Life TV would be a good way to have some visual media content that we could use for marketing into the future. The cost was \$6000. Kate Fjell explained that there may be an opportunity to co-op the on this marketing opportunity as she has a need for digital media content as well. Bringing the cost to just \$3000. Robin moved and Leah seconded a motion to approve the Missouri Life TV proposal.

Katie explained that she and Kate F. are also discussing the same concept of combining our marketing and advertising budgets to get a community guide available that could meet both tourism and economic development needs. Katie said that she doesn't have a formal proposal at this time, but that she and Kate F. would continue to work on this idea and come back with a formal proposal for the 2016-2017 budget year.

d. Madden Media, State Visitors Piece for the Spring Proposal

Madden Media is now doing a spring Visitor's Guide in addition to the "Official" Visitors Guide for Missouri Tourism. Commission members were concerned that having to advertise in both pieces would have an impact on their budget for this year and future years, since advertising is expensive. Robin asked which of the guides would be sent out when a person requested a Visitor's Guide during the 4 month spring guide time (April-July). Katie said she would get this information from State Tourism and come back to the

Commission in January for them to make a decision about whether or not they should advertise in the Spring Guide.

- e. Grant Applications for FY16
The Commission received 8 grant applications for FY 16-17. The Commission made recommendations for award that will be considered during the budget planning session and approved by City Council.
- f. Budget for FY16/17
The Commission reviewed the proposed Budget for upcoming Fiscal year. Katie explained that there will be increased expenses due to the move over to the Warehouse building next spring. Katie also recommended increasing the advertising budget slightly for the next year. There is also money set aside for more Christmas decorations in Boonville.
- g. Upcoming Events –
 - 1. New event for Spring
Katie Gibson told the Board that she would like to plan a spring time event that would be like a Bicycle season opener at the Katy Bridge.

IV. OLD BUSINESS

- a. Cabelas Report

Cabelas King Cat submitted their report for next year. Katie reminded the commission that the event cost \$5000 to host. The Commission felt that the event was not successful in the area and would not like to participate next year if asked.

- b. Update on Gingrich Warehouse
 - 1. Layout Design final

Katie brought the final layout on the planned interior work at the Katy Bridge and explained that project would enable the Visitors Center to operate out of the Warehouse building.

- 2. Exterior Look

Katie pointed out that most of the exterior work has been completed. The Railings for the front were installed. The Commission all agreed that the renovation looks good.

VI. Adjourn

The meeting was adjourned at 8:15.

Dr. Jim Gann

Director of Economic Development

City of Boonville, Missouri

401 Main Street

Boonville, MO 65233

660/882-4001-www.boonvillemo.org



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

Economic Development Report

December 10, 2015

1. Follow up Items

- a. Strategic Planning (Incentives)
 - i. Discussion of Matrix (Handout)
 - ii. Discussion of Incentives Board Membership
- b. Missouri Innovation Center Investment Fund Discussion (Handout)

2. Attraction Activities

- a. Missouri Partnership Projects:
 - i. Project Bavarian Barn – No Activity
 - ii. Project Spigot – Submitted Bakery – No Activity
 - iii. Project Sesame 2 – 2nd Round RFI for Nordyne Plant
 - 1. Project Update
 - iv. NEW – Project Tito (Handout)
- b. Status of real estate ownership for ED purposes by the MFA (On Hold – Legal)

3. Expansion/Retention Activities

- a. Caterpillar - Met with HR and Operations Management – Update
- b. Choteau Fabricating – Call with Owner, working to set meeting

4. Economic Gardening Activities

- a. Energy Americas LLC
 - i. Wilbert for update
- b. Heartland Farm Energy
 - i. Wilbert for update
- c. A concept has emerged for the former Artex Building
- d. Met with local business to discuss RLF. (New business, ideal for program)
- e. First applicant processed for RLF, on MFA agenda
- f. Entrepreneurial opportunity for NAPA Dealership, Carl Uptergrove, New Markets Manager

5. Community Engagement Initiatives

- a. Presented at “Pathways to Prosperity” meeting to link ED to Workforce 11/12

6. Workforce Development

- a. Certified Work Ready Community” Designation
 - i. Improvement from 17% when I started – Now 88% - Extension Requested
 - ii. Nordyne workers may not yet be showing up in data – NEED this category
 - iii. Will be advertising for test takers
- b. STEM future workforce needs – working with SFCC on grant submission – Note IT needs
- c. EDA Workforce Grant – Forwarded to SFCC for consideration

7. Local Project Reports

- a. “Project Carbon” – Advanced manufacturing of agricultural supplements
 - i. No Activity
- b. “Project Corn” – Alternative energy project to serve military needs
 - i. Telephone call with owner to update our progress, still interested.
- c. “Project Bed” – Quasi-governmental service provider – green fields project

- i. Mayor has made selection for advisory committee.
 - ii. It is time to begin meeting.
 - d. **"Project Sapphire" – Manufacturer - Supplier to Project Egg**
 - i. No Activity
 - e. **"Project Teach" – Not "Official" yet**
 - i. Should have formal announcement after January 1, 2016
 - f. **"Project Bed 2" – Quasi-governmental service provider – Candidate for Kemper Campus**
 - i. Site Visit on 9/23; talks continue. Awaiting concept from City's architect (Met with him on 10/21)
 - g. **"Project Sparkle" – Wholesaler of Consumer Goods – Candidate for Nordyne Distribution**
 - i. Update
 - h. **"Project Record" – Missouri Manufacturer, relocation to smaller facility – Indeeco**
 - i. Site Visit – 10/3 – No Deal, Now Inactive
 - i. **NEW - "Project Scrub" – Alternative Energy Power Producer**
 - i. RFI, Heavy Interaction with consulting engineer – still years away, but "preferred location"
8. **Kemper Campus**
- a. See "Project Bed 2"
9. **Other Matters**
- a. Inquiry from Osage Trails Subdivision about COMO Connect service
 - b. Next Generation of Live, Work, Play (Handout)
 - c. Veteran's Home Funding (Handout)
 - d. Arch Grants (Handout)
 - e. Mid Mo RPC – CEDS Update (Handout)
 - f. Access for our companies to Mizzou VMS (1 Enrollee)
 - g. Met with Terry Maglich, State DED 11/20
10. **Upcoming Activities**
- a. CORE Board Meeting – 12/15
 - b. VACATION – 12/22-1/5

Jim Gann

From: Janelle Higgins <janelle@missouripartnership.com>
Sent: Tuesday, November 24, 2015 2:35 PM
To: Jim Gann
Subject: RE: Presentation with edits

Follow Up Flag: Flag for follow up

Hi Jim,

I just wanted to personally thank you for all of your hard work on this project. Your organization and dedication to top quality makes you an amazing partner to us. We truly appreciate your thoroughness and quick responses. You have been wonderful to work with on this project.

I hope you get to enjoy some time off with your family to celebrate Thanksgiving. Best of luck next week!

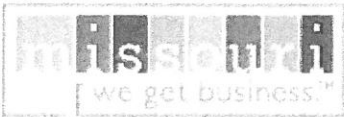
Sincerely,

Janelle Higgins

Business Recruitment Manager, Missouri Partnership
120 South Central Avenue, Suite 1535, St. Louis, MO 63105

phone 314.725.0949 | **cell** 314.541.4911

[website](#) • [twitter](#) • [facebook](#)



Gann, Jim

From: Jay Burchfield <jburchfield@silvertreeco.com>
Sent: Wednesday, December 16, 2015 1:50 PM
To: Gann, Jim
Cc: Wilson Burchfield
Subject: RE: Client need for 25+ acres

→ owned
of
Spec Building

Thanks Jim. You have done a nice job professionally representing Boonville. They are lucky to have you. JB

-----Original Message-----

From: Gann, Jim [mailto:gannj@missouri.edu]
Sent: Wednesday, December 16, 2015 10:26 AM
To: Jay Burchfield (jburchfield@silvertreeco.com)
Subject: FW: Client need for 25+ acres

Jay,

FYI.

Jim Gann

BUILDING INSPECTOR REPORT
NOVEMBER 2015

Permits Issued: 9

Inspections Conducted: 11 (these are pursuant to building permits only)

Phone Calls: 43 (These phone calls were non-routine calls and answers, which, generally, were provided without further review, research, on-site visits. More detailed items are set forth below.)

Plan Reviews: 2

- Worked on Rick Ball Signage Plan

Citizen/Business Inquiries:

- Meet Cameron Schweiss on Casey's Project-All plans and approvals are completed
- Talked David Goodson about signage at new Rick Ball location
- Spoke with Bryan Thompson of 5 Star Truck Centers about a possible new truck wash center
- Answered Zoning questions for realtor
- Met with contractor on electrical questions
- Answered homeowner question about set backs
- Met with business owner about sign issue
- Talked with Randy Adams Contractors about repairs on hotel damage by a car
- Met with MoDOT about zoning on Hwy 5 ROW.
- Met with Hotel Frederick contractor
- Answered zoning question for appraiser
- Answered follow up question for MoDOT

Code Enforcement:

- Issued Demo Permit for 1204 Commercial Street. This was Mary May house that was given a 120 day extension for repair by Council
- Met with Tsapelas about a repair plan on 711 Sixth Street
- Met with Kate on 901 Water Street and other outstanding property maintenance issues
- Met Irl and others on Kathy Best property maintenance matter
- Checked progress on 2 demo's in progress pursuant to Dangerous Building Process
- Met with Kathy Best to develop repair plan on 612 Spruce Street
- met with Doug Elley on 901 Water Street

- Met with Charissa to discuss 901 Water Street
- Met with Doug Elley again on 901 Water Street

Other Issues:

- Met with Irl on planning items
- Met with Jim Benson/Structural Engineer (MECO) reference wall at Morgan Street Park – it is splitting off in the center
- Meet with Mark Ficken
- 4 day vacation
- Worked on question for Jim Gann for a business prospect

Public Works Monthly Report
November 2015

WWTP:

Total flow processed - 36,920,000 gallons

Average daily flow - 1,231,000 gallons

Sludge disposed - 66.20 tons

Precipitation - 6.01" total

Remarks - Drained, inspected and refilled the sludge digester; contractor vacuumed grease, grit and trash out of LS#1 wetwell

WTP:

Gallons pumped from river - gallons

Gallons pumped to customer - gallons

Precipitation - total

Remarks - Due to anomalies and errors in the flow metering and SCADA equipment the data is un-retrievable and / or corrupted.

Water Distribution / Sewer Collection:

Installed or renewed water service - 1

Remarks - repaired leak in 6" water main at 807 Sycamore; repaired leak in 6" water main at Morgan Street and Parkway Drive; repaired fire hydrants at 1200 block of 11th Street, 1000 block of Pendleton Ave. and north end of Boller Drive; covered settled sewer main at 1001 Hildell Drive; sealed manhole lid at 225 Mohawk Drive; covered exposed storm drain pipe in 2200 block of Boonslick Drive; jetted sewer lines at WWTP, Animal Shelter and Transfer Station; assisted fire department in investigation of gasoline odor at Dollar General Store, nothing found; serviced backhoe; assisted with yard waste collection; continued flushing fire hydrants; haul rock for stock pile; jetted sewer lines for Pilot Grove and Prairie Home; continued systematic inspection of manholes; continued updating sewer system maps; routine sewer jetting and TV inspection.

Street Department:

Continued 2nd Street clean-up project; cleaned storm drain inlets on Main Street south of Bingham Road; assisted with 6" water main leak at 807 Sycamore; patched pot holes; assisted with search for lost manholes at Lily Branch; continued fall street sweeping; swept chip and seal streets; repaired street cuts.

Central Garage:

Vehicles serviced and inspected -12

Vehicle and equipment repairs - 13

Remarks: Completed new Animal Control Van conversion and equipment swap

Project Status:

- 1) Concrete Street Repairs 2015 - Contractor: Apex Inc. Project completed
- 2) Sewer Collection System Rehab (Insituform): line inspection and heavy cleaning completed. Waiting scheduling of lining crew.
- 3) WWTP Clarifier Scum Trough Replacement: Contractor - Fab Tech. Contractor scheduled on site Dec 9, 2015.

**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 November 2015

Submitted by Alliance Water Resources, Inc. for

December 2015

City Council Meeting



November 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.
- Pedrotti finished the work on the SCADA system flow totalizers.
- Cleaned two chlorine analyzers.
- Changed belts on the raw de-icing blower and the air-scour blower.
- Repairs were made on the water plant generator by Cummins Mid-South.
- Completed the winterization process at the water plant and the towers.
- Communication radio failed at the Hospital Tower. Jeremy was able to switch to the backup system while it was being replaced.
- Staff repaired an air leak on one of the supply lines for one of the air-actuated valves.
- Changed back to the use of chloramines as disinfection.
- Staff started winterizing the plant and towers.
- Received a fuel delivery for the generators.
- Met with M.L. and Irl to discuss the TTHM NOV.
- Installed new drain covers in the basement.
- Replaced faucets in both bathrooms.

Regulatory

- Ten Microbiological samples were taken in the distribution system. All samples tested were absent of Total Coliform and E-Coli. Report sent to DNR. (see attach)
- DNR performed an inspection of the outfalls for the upcoming NPDES permit renewal.
- Received a Notice of Violation (NOV) for high TTHM levels in the distribution system.

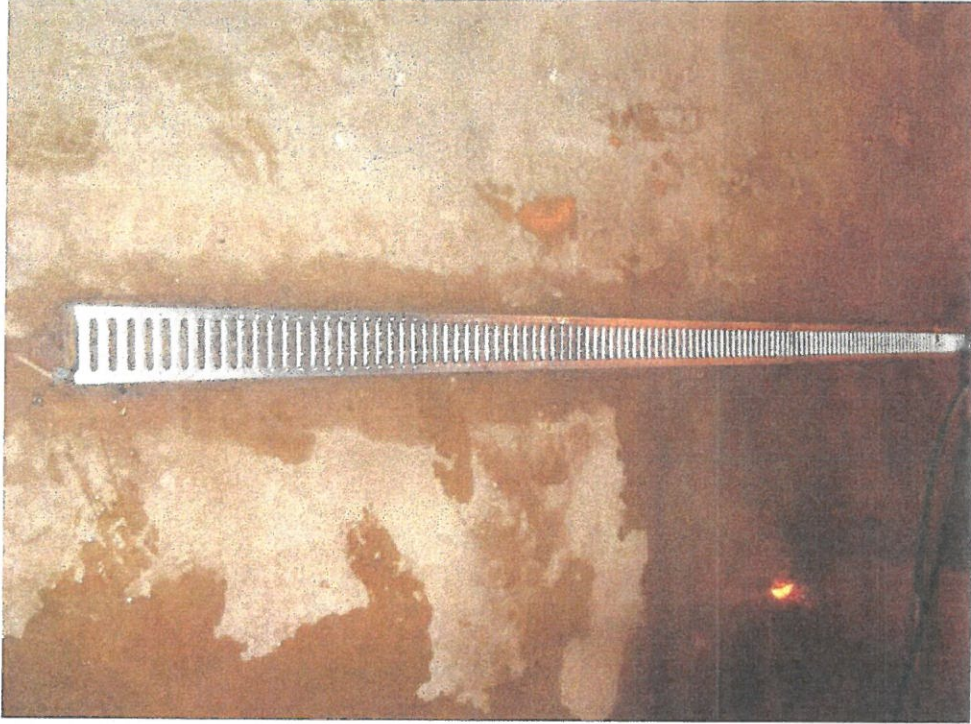
Project Updates

- The four lamp UV system will be installed.
- Investigating alternatives for the custom work platform for the UV project.
- Heaters need to be replaced in the filter room.

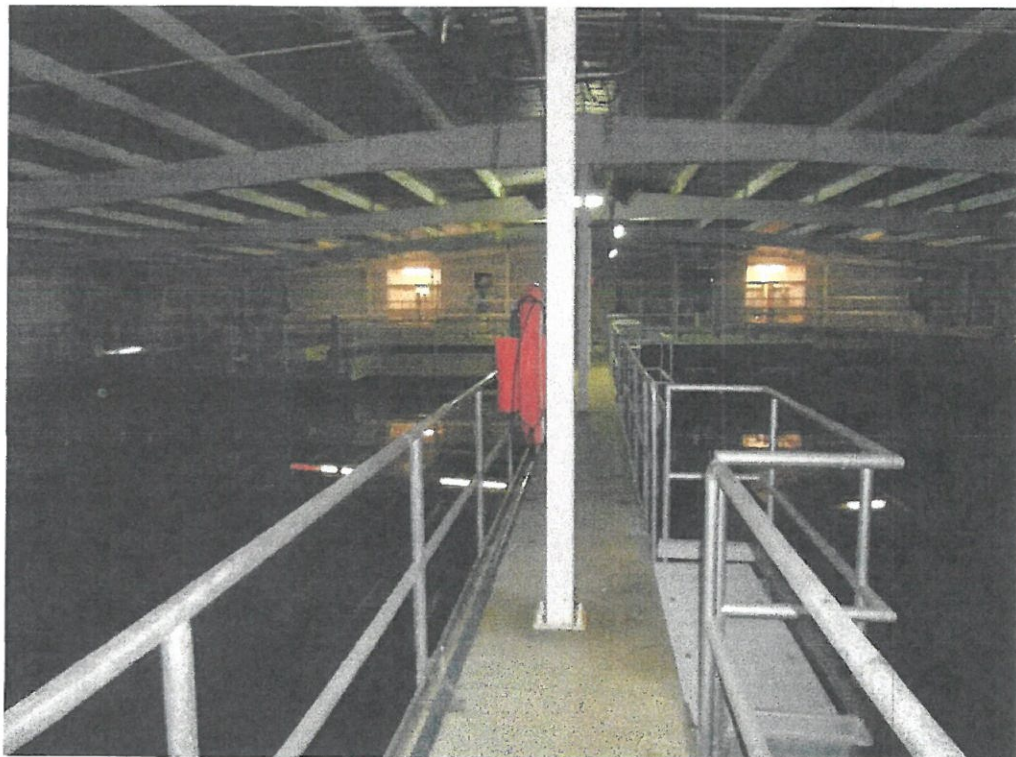
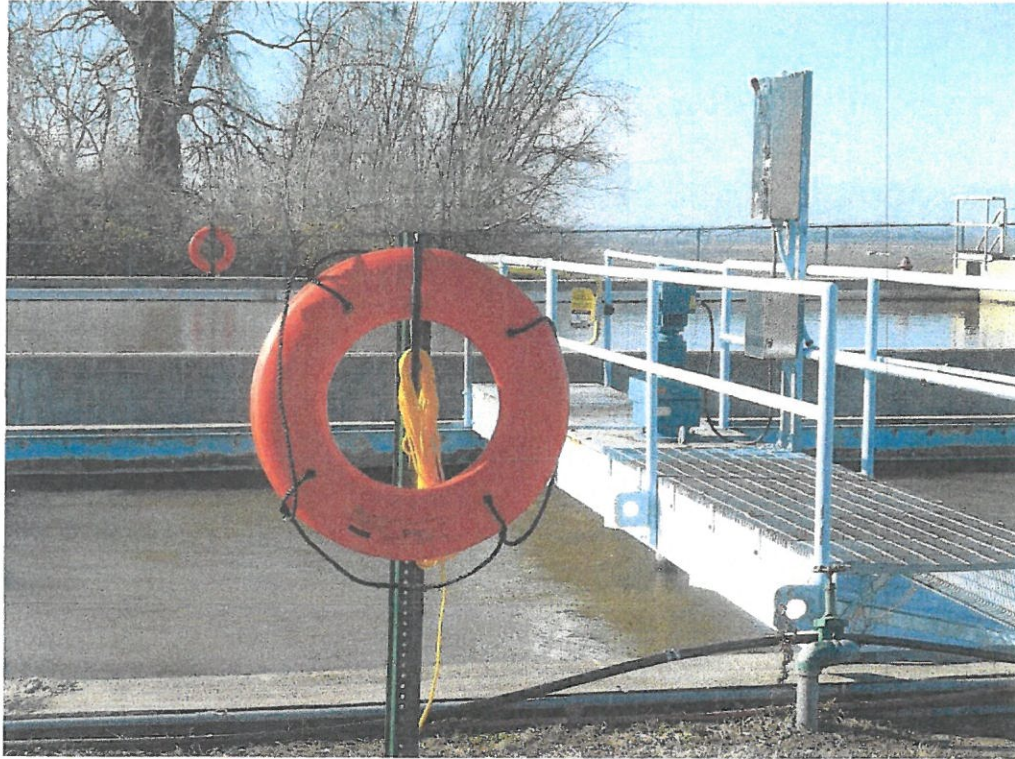
Safety

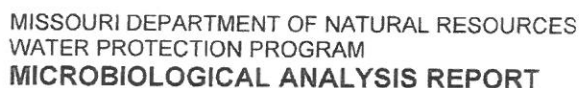
- Staff had training on Chlorine Safety this month.
- Life rings were installed at the basins.

New Drain Grates



New Life Rings





MO 780-0438 (05-13)

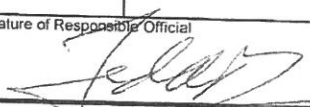
Return completed form to Department of Natural Resources, Public Drinking Water Branch, P.O. Box 176, Jefferson City, MO 65102-0176

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 NOVEMBER	
ADDRESS 901 RIVIERA DRIVE				PHONE (660) 882-4021			
CITY BOONVILLE, MO		ZIP CODE 65233		COUNTY COOPER COUNTY		PLANT Main Plant	
<i>(See instructions on back of this sheet)</i>							

DISTRIBUTION DISINFECTION 1. Number of samples analyzed, A: <u>10</u> 2. Number of samples below 0.2 mg/L, B: <u>0</u> $[(A-B)/A \times 100 = C]$: <u>100</u> % meeting minimum disinfection required. 3. Avg. dsfcnt residual for month: <u>2.26</u> mg/l	TURBIDITY 1. Total number measurements taken monthly, A: <u>205</u> 2. number of measurements below 0.3 NTU, B: <u>205</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	4.50	14	3.33 - F.C.	0.05	0	0	0
2	5.75	17	3.24 - F.C.	0.06	0	0	0
3	6.50	14	3.30 - F.C.	0.06	0	0	0
4	5.00	16	3.49	0.07	0	0	0
5	5.25	14	3.51	0.06	0	0	0
6	5.00	14	2.84	0.06	0	0	0
7	4.50	17	2.71	0.06	0	0	0
8	4.75	15	2.83	0.06	0	0	0
9	5.75	13	2.82	0.06	0	0	0
10	5.00	13	2.65	0.06	0	0	0
11	4.75	17	2.84	0.06	0	0	0
12	5.00	13	2.82	0.06	0	0	0
13	4.75	16	2.98	0.06	0	0	0
14	4.75	13	2.74	0.06	0	0	0
15	4.50	13	2.71	0.06	0	0	0
16	5.00	12	2.59	0.06	0	0	0
17	6.00	12	2.43	0.06	0	0	0
18	4.75	11	2.84	0.07	0	0	0
19	5.50	12	2.66	0.06	0	0	0
20	5.00	13	2.82	0.06	0	0	0
21	4.25	14	2.15	0.06	0	0	0
22	4.75	14	2.11	0.06	0	0	0
23	6.25	15	1.98	0.06	0	0	0
24	4.25	11	2.20	0.07	0	0	0
25	5.75	12	1.83	0.07	0	0	0
26	5.00	12	1.90	0.06	0	0	0
27	4.75	12	2.03	0.06	0	0	0
28	4.75	9	2.20	0.06	0	0	0
29	5.00	10	2.42	0.06	0	0	0
30	5.00	9	2.15	0.06	0	0	0

Name of Person Preparing Report Todd W. Baslee	Signature of Responsible Official 	DATE 12/10/2015
--	--	---------------------------

O 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?

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

NO

- i. 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}

- ii. 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"

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

he 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.

ALLIANCE WATER RESOURCES BOONVILLE DIVISION

NOVEMBER 2015

WEATHER & RIVER CONDITIONS

1. River Stage:	Average:	10.78	Maximum:	19.13	Minimum:	8.39
2. High Temperature:	Average:	58.43	Maximum:	73	Minimum:	35
3. Low temperature:	Average:	38.43	Maximum:	54	Minimum:	23
4. Precipitation:		7.00	liquid inches			

PUMPING

1. Million Gallons Pumped:	31.776	Average /day:	1.06
2. Million Gallons Filtered:	31.776	Average /day:	1.06
3. Hours #1 Pump Operated:	26	Average /day:	0.87
4. Hours #2 Pump Operated:	171	Average /day:	5.70
5. Total Hours River Pumps Operated:	197	Average /day:	6.57
6. Main St. Booster Station Gallons Pumped:	2.237	Average /day:	0.093208333

FILTRATION

1. Hours Transfer Pumps Operated:	151.25	Average/day:	5.04
2. Hours Tower Pump Operated:	0.50	Average/day:	0.02
3. Filters Washed:	12		
4. Gallons Washwater Used:	0.4		
5. % Treated water used in backwashing:	1.26		

MATERIALS PRECIPITATED DURING TREATMENT (IN TONS)

Calcium Carbonate	0.302716
Magnesium Hydroxide	0.740425
Aluminum Hydroxide	0
Lime Inerts	0
Polymer	1.5795
Others	0
Total	2.622641

Effect Of Materials Precipitated On Missouri River

Increase In River Water Suspended Solids: 0.0004693354940 mg/L

LABORATORY ANALYSIS

TESTS	RAW	PRESET	PRIMARY	FILTERS	BOF	TAP
Temperature	14 ° C	X	X	X	X	13 ° C
Fluoride (ppm)	X	X	X	0.55	X	0.99
Free Cl ₂ Residual (ppm)	X	X	X	2.83	0.97	0.49
Total Cl ₂ Residual (ppm)	X	X	X	3.22	X	2.64
Turbidity (NTU)	110	1.52	1.00	0.47	X	0.06
pH	8.08	8.0	8.0	7.7	X	8.0
Total Alkalinity (ppm)	X	194	X	X	X	206
Non Carb Hardness (ppm)	X	77	X	X	X	64
Total Hardness (ppm)	X	270	X	X	X	280
Calcium Hardness (ppm)	X	167	X	X	X	166
Magnesium Hardness (ppm)	X	103	X	X	X	114
Total Iron (ppm)	0.03	X	X	X	X	0.01
Manganese (ppm)	0.06	X	X	0.04	X	0.02
Copper (ppm)	X	X	X	X	X	X
Total Dissolved Solids (ppm)	X	X	X	X	X	492
Bacteriological Samples Examined:				10		
Bacteriological Samples Positive:				0		
Bact. Samples Below 0.2 ppm Cl ₂ :				0		
Average Free Chlorine in Dist. System at time of Bact. Samples (ppm):				0		
Average Total Chlorine in Dist. System at time of Bact. Samples (ppm):				2.26		
Total # tap turbidity samples taken for month:				205		
Average # of tap turbidity samples taken daily:				6.833333		
Total # tap turbidity samples taken for month below 0.3 NTU:				205		
Total # tap turbidity samples taken for month above 1.0 NTU:				0		
Total # tap turbidity samples taken for month above 5.0 NTU:				0		
Average lowest Total Chlorine to distribution system:				2.64		
Duration Total Chlorine fell below 1.0 ppm:				0		

CHECK SHEET FOR ReCAP DATA SUBMISSION

Division: Boonville 34

Nov-15

Submittal Date: 12/15/2015

SAMPLE OR REPORT	# OF SAMPLES REQ'D	MINIMUM REPORTING FREQUENCY	NUMBER OF REPORTS	NUMBER OF PAGES	SUBMITTED X
Cover Sheet				1	x
Water					
DNR Disinfection & Turbidity/Chlorine Report		Monthly	1	2	x
Flouride	1 sent	Monthly	1	1	x
Flouride Results- 10/28/15			1	1	x
DNR Microbiological Analysis Report	10	Monthly	1	1	x
THM/HAA (3rd week of Nov, Feb, May &, Aug)	2 sent	Quarterly	1	1	x
THM/HAA Results					
TOC's	1 sent	Monthly	1	1	x
TOC Results 9/30/15 10/29/15			2	2	x
SOC's	1 sent	Quarterly	1	1	x
SOC Results					
DNR NPDES Dicharge Permit Report		Quarterly			
IOC's	January	Annually			
IOC Results					
VOC's	January	Annually			
VOC Results					
Nitrate + Nitrate as N	February	Annually			
Nitrate + Nitrate as N Results					
Major Water Users Reports	January	Annually			
DNR Water System Inspection		Every 3Yr.			
Radionuclides		Varies			
Consumer Confidence Report Jun & Sep		Annually			
Lea/Copper	20	Every 3Yr.			
Lead/Copper Results					
PPCP					
Lab Certification					
Deviations		Monthly	1	3	x
Other appropriate correspondence		Monthly			
Tier Two	January	Annually			
Total Pages				14	

Form is current and accurately reflects all required sampling and reports

Y/N

Y

SUBMITTED BY:

(Local Manager)



PUBLIC WATER SUPPLY CHAIN OF CUSTODY RECORD

Name of Public Water System: BOONVILLE

OrderID: 151025141

November Mailin

Water System Identification Number: MO3010089

Contact: WILLIAM TOWNLAIN

Sample Number	Lab Number	Sampling Location	Date Sampled	Time Sampled	Supply's Result (mg/L)	Sampler Name (Please Print)
AC62909		Fluoride-PWS	11/30/15	1755	0.71	Todd Bess

Address Correction (Fill out if address has changed) Name of Person you are Replacing :

Contact Person: _____ Title: _____ Daytime Phone: _____
Address: _____ City, State, Zip Code: _____

Container Sealed By:  Date: 12/1**DNR Employees Only ##### DO NOT WRITE BELOW THIS LINE ##### DNR Employees Only**

Container Opened and Reviewed at Lab By: _____ Date: _____ Time: _____

Transportation Method: UPS, FedEx, USPS, Other: _____

Samples submitted with a chain of custody.

Bottle caps tight and securely in place.

Samples are within the holding time for the requested test(s).

Correct sampling method used.

Containers were intact when received

Volume of samples submitted are sufficient for the requested tests



STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

PO Box 176 Jefferson City, MO 65102-0176

Environmental Services Program
RESULTS OF SAMPLE ANALYSES FOR PUBLIC WATER SUPPLIES

WILLIAM TOWNLAIN
BOONVILLE
901 RIVIERA DR

Order ID 150927140



BOONVILLE MO 65233

Report Date: 11/18/2015

PWS County: COOPER
PWS ID: MO3010089
BOONVILLE



Sample Number: AC61322

Date Collected: 10/28/2015 Sample Location: 1200 Locust St DS

Comments

Analysis Performed	Result	Qualifier	MCL	SS	Units
Fluoride	Fluoride	0.67	4.0	2.0	mg/L
Fluoride-PWS Result	Fluoride-PWS Result	0.92			mg/L

MCL- A Maximum Contaminant Level (MCL) is the legal threshold limit on the amount of a substance that is allowed in drinking water under Federal Safe Drinking Water Act. MCLs are health based, legally enforceable standards. Drinking water results below the MCLs are considered safe. "*" denotes an Action Level.

SS- Secondary Drinking Water Regulations (secondary standards) are non-enforceable guidelines regulating contaminants that may cause aesthetic effects in drinking water, such as taste, color or odor. It is recommended that water systems comply with secondary standards but water systems are not required to comply.

The analysis of this sample was performed in accordance with procedures approved or recognized by the U.S Environmental Protection Agency. If you have any questions, please contact Mr. Eric Medlock at (573)522-5028.

Data Qualifiers

- | | |
|---|---|
| 01 Improper collection method | 15 No result - failed quality controls requirements |
| 02 Improper preservation | 16 Not analyzed - related analyte not detected |
| 03 Exceeded holding time | 17 Results in dry weight |
| 04 Analyzed by contract laboratory | 18 Sample pH is outside the acceptable range |
| 05 Estimated value, detected below PQL | 19 Estimated value |
| 06 Estimated value, QC data outside limits | 20 Not analyzed - Instrument failure |
| 07 Estimated value, analyte outside calibration range | 21 No result - spectral interference |
| 08 Analyte present in blank at > 1/2 reported value | 22 pH was performed at the laboratory |
| 09 Sample was diluted during analysis | 23 Contract lab specific qualifier-see sample comment |
| 10 Laboratory error | 24 No result - matrix interference |
| 11 Estimated value, matrix interference | 25 No Result: Excessive Chlorination |
| 12 Insufficient quantity | 26 No Result: Excessive Dechlorination |
| 13 Estimated value, true result is >= reported value | 27 Sample temperature outside acceptable range |
| 14 Estimated value, non-homogeneous sample | 28 Headspace (air bubbles) present in sample vial |
| 29 Estimated value, QC data biased low | 30 Estimated value, QC data biased high |
| ND Not detected at reported value | |

Chris Boldt

Chris Boldt, Laboratory Manager
Environmental Services Program
Division of Environmental Quality



MISSOURI DEPARTMENT OF NATURAL RESOURCES
PUBLIC WATER SUPPLY CHAIN OF CUSTODY RECORD

Disinfection By-Products -Stage 2

Name of Public Water System: **BOONVILLE**

OrderID: **151025072**

November

Mailing

Water System Identification Number: **MO3010089**

Contact: **WILLIAM TOWNLAIN**

Sample Number	Lab Number	Sampling Location	Date Sampled	Time Sampled		Sampler Name (Please Print)
C62782		SM-B-1216 E MORGAN STREET + DUP DBPDUAL-01 THM-HAA-DUP	11/30/15	1445	XXXXXXXXXX	Todd Beslee
C62783		SM-D-819 JEFFERSON ROAD DBPDUAL-02 THM-HAA	11/30/15	1435	XXXXXXXXXX	Todd Beslee

Address Correction (Fill out if address has changed) Name of Person you are Replacing :

Contact Person: _____ Title: _____ Daytime Phone: _____
Address: _____ City, State, Zip Code: _____

MY SIGNATURE, I VERIFY SAMPLING INSTRUCTIONS WERE FOLLOWED BEFORE SHIPPING

Ice packs were COMPLETELY FROZEN AND Samples were FULLY CHILLED before shipping.

Container Sealed By:

Date: 12/1/15

DNR Employees Only ##### DO NOT WRITE BELOW THIS LINE ##### DNR Employees Only

Container Opened and Reviewed at Lab By: _____ Date: _____ Time: _____ Temperature of Sample _____

Transportation Method: UPS, FedEx, USPS, Other: _____

Samples submitted with a chain of custody.

Bottle caps tight and securely in place.

Samples are within the holding time for the requested test(s).

All containers for volatile organic analyses are free of headspace

Correct sampling method used.

Containers were intact when received

Volume of samples submitted are sufficient for the requested tests

Samples met Temperature criteria

Samples were submitted in an ice chest.

Ice Packs shipped: 6 Returned

Still Frozen



PUBLIC WATER SUPPLY CHAIN OF CUSTODY RECORD

Name of Public Water System: **BOONVILLE**

OrderID: **151025460**

November

Mailing

Water System Identification Number: **MO3010089**

Contact: **WILLIAM TOWNLAIN**

Sample Number	Lab Number	Sampling Location	Date Sampled	Time Sampled	Supply Alkalinity Results (mg/L)	Sampler Name (Please Print)
AC63333		Raw Water/MISSOURI RIVER IN 30015 TOC	11/30/15	1330	110	Todd Basle
AC63334		Filter Effluent/BOONVILLE - TREATMENT PLANT TP 50234 TOC	11/30/15	1325	XXXXXXXXXX	Todd Basle

Address Correction (Fill out if address has changed) Name of Person you are Replacing :

Contact Person: Title: _____ Daytime Phone: _____

Address: _____ City, State, Zip Code: _____

BY MY SIGNATURE, I VERIFY SAMPLING INSTRUCTIONS WERE FOLLOWED BEFORE SHIPPING
Ice packs were COMPLETELY FROZEN AND Samples were FULLY CHILLED before shipping.

Container Sealed By: Date: 12/11

DNR Employees Only ##### DO NOT WRITE BELOW THIS LINE ##### DNR Employees Only

Container Opened and Reviewed at Lab By: _____	Date: _____	Time: _____	Temperature of Sample _____
Transportation Method: UPS, FedEx, USPS, Other: _____			
Samples submitted with a chain of custody.			
Bottle caps tight and securely in place.			
Samples are within the holding time for the requested test(s).			
Correct sampling method used.			
Containers were intact when received			
Volume of samples submitted are sufficient for the requested tests			
Samples met Temperature criteria			
Samples were submitted in an ice chest.			
Ice Packs shipped: 6 Returned _____ Still Frozen _____			



STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

PO Box 176 Jefferson City, MO 65102-0176

Environmental Services Program
RESULTS OF SAMPLE ANALYSES FOR PUBLIC WATER SUPPLIES

WILLIAM TOWNLAIN
BOONVILLE
901 RIVIERA DR

Order ID 150830540



BOONVILLE MO 65233

Report Date: 10/27/2015

PWS County: COOPER
PWS ID: MO3010089
BOONVILLE



Sample Number: AC60175

Date Collected: 09/30/2015 Sample Location: Raw Water/MISSOURI RIVER IN 30015

Comments

Analysis Performed		Result	Qualifier	MCL	Units
Alkalinity - PWS Result	Alkalinity - PWS Result	182			mg/L
Total Organic Carbon	Total Organic Carbon	4.38			mg/L

Sample Number: AC60176

Date Collected: 09/30/2015 Sample Location: Filter Effluent/BOONVILLE - TREATMENT PLANT TP 50234

Comments

Analysis Performed		Result	Qualifier	MCL	Units
Total Organic Carbon	Total Organic Carbon	2.58			mg/L

MCL- A Maximum Contaminant Level (MCL) is the legal threshold limit on the amount of a substance that is allowed in drinking water under the Federal Safe Drinking Water Act. MCLs are health based, legally enforceable standards. Drinking water results below the MCLs are considered safe. "*" denotes an Action Level.

SS- Secondary Drinking Water Regulations (secondary standards) are non-enforceable guidelines regulating contaminants that may cause aesthetic effects in drinking water, such as taste, color or odor. It is recommended that water systems comply with secondary standards but water systems are not required to comply.

The analysis of this sample was performed in accordance with procedures approved or recognized by the U.S Environmental Protection Agency. If you have any questions, please contact Mr. Eric Medlock at (573)522-5028.

Data Qualifiers

- | | |
|---|---|
| 01 Improper collection method | 15 No result - failed quality controls requirements |
| 02 Improper preservation | 16 Not analyzed - related analyte not detected |
| 03 Exceeded holding time | 17 Results in dry weight |
| 04 Analyzed by contract laboratory | 18 Sample pH is outside the acceptable range |
| 05 Estimated value, detected below PQL | 19 Estimated value |
| 06 Estimated value, QC data outside limits | 20 Not analyzed - Instrument failure |
| 07 Estimated value, analyte outside calibration range | 21 No result - spectral interference |
| 08 Analyte present in blank at > 1/2 reported value | 22 pH was performed at the laboratory |
| 09 Sample was diluted during analysis | 23 Contract lab specific qualifier-see sample comment |
| 10 Laboratory error | 24 No result - matrix interference |
| 11 Estimated value, matrix interference | 25 No Result: Excessive Chlorination |
| 12 Insufficient quantity | 26 No Result: Excessive Dechlorination |
| 13 Estimated value, true result is >= reported value | 27 Sample temperature outside acceptable range |
| 14 Estimated value, non-homogeneous sample | 28 Headspace (air bubbles) present in sample vial |
| 29 Estimated value, QC data biased low | 30 Estimated value, QC data biased high |
| ND Not detected at reported value | |

Chris Boldt
Chris Boldt, Laboratory Manager
Environmental Services Program
Division of Environmental Quality

Order ID 150830540

MO3010089 BOONVILLE



STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

PO Box 176 Jefferson City, MO 65102-0176

Environmental Services Program
RESULTS OF SAMPLE ANALYSES FOR PUBLIC WATER SUPPLIES

WILLIAM TOWNLAIN
BOONVILLE
901 RIVIERA DR

Order ID 150927571



BOONVILLE MO 65233

PWS County: COOPER
PWS ID: MO3010089
BOONVILLE

Report Date: 11/13/2015

Sample Number: AC61891

Date Collected: 10/29/2015 Sample Location: Raw Water/MISSOURI RIVER IN 30015

Comments

Analysis Performed	Result	Qualifier	MCL	Units
Alkalinity - PWS Result	Alkalinity - PWS Result	218		mg/L
Total Organic Carbon	Total Organic Carbon	3.45		mg/L

Sample Number: AC61892

Date Collected: 10/29/2015 Sample Location: Filter Effluent/BOONVILLE - TREATMENT PLANT TP 50234

Comments

Analysis Performed	Result	Qualifier	MCL	Units
Total Organic Carbon	Total Organic Carbon	2.63		mg/L

MCL- A Maximum Contaminant Level (MCL) is the legal threshold limit on the amount of a substance that is allowed in drinking water under Federal Safe Drinking Water Act. MCLs are health based, legally enforceable standards. Drinking water results below the MCLs are considered safe. "*" denotes an Action Level.

SS- Secondary Drinking Water Regulations (secondary standards) are non-enforceable guidelines regulating contaminants that may cause aesthetic effects in drinking water, such as taste, color or odor. It is recommended that water systems comply with secondary standards but water systems are not required to comply.

The analysis of this sample was performed in accordance with procedures approved or recognized by the U.S Environmental Protection Agency. If you have any questions, please contact Mr. Eric Medlock at (573)522-5028.

Data Qualifiers	
01 Improper collection method	15 No result - failed quality controls requirements
02 Improper preservation	16 Not analyzed - related analyte not detected
03 Exceeded holding time	17 Results in dry weight
04 Analyzed by contract laboratory	18 Sample pH is outside the acceptable range
05 Estimated value, detected below PQL	19 Estimated value
06 Estimated value, QC data outside limits	20 Not analyzed - Instrument failure
07 Estimated value, analyte outside calibration range	21 No result - spectral interference
08 Analyte present in blank at > ½ reported value	22 pH was performed at the laboratory
09 Sample was diluted during analysis	23 Contract lab specific qualifier-see sample comment
10 Laboratory error	24 No result - matrix interference
11 Estimated value, matrix interference	25 No Result: Excessive Chlorination
12 Insufficient quantity	26 No Result: Excessive Dechlorination
13 Estimated value, true result is >= reported value	27 Sample temperature outside acceptable range
14 Estimated value, non-homogeneous sample	28 Headspace (air bubbles) present in sample vial
29 Estimated value, QC data biased low	30 Estimated value, QC data biased high
ND Not detected at reported value	

Chris Boldt

Chris Boldt, Laboratory Manager
Environmental Services Program
Division of Environmental Quality

Order ID 150927571

MO3010089 BOONVILLE

Page 1 of 2



MISSOURI DEPARTMENT OF NATURAL RESOURCES
PUBLIC WATER SUPPLY CHAIN OF CUSTODY RECORD

Synthetic Organic Compounds

ne of Public Water System: **BOONVILLE**

er System Identification Number: **MO3010089**

OrderID: **151025393**

November

Mailing

Contact: **WILLIAM TOWNLAIN**

Sample Number	Lab Number	Sampling Location	Date Sampled	Time Sampled		Sampler Name (Please Print)
33231		BOONVILLE - TREATMENT PLANT TP 50234 507	11/30/15	1325	XXXXXXXXXX	Todd Bagster

ess Correction (Fill out if address has changed) Name of Person you are Replacing :

ict Person: _____ Title: _____ Daytime Phone: _____
ss: _____ City, State, Zip Code: _____

SIGNATURE, I VERIFY SAMPLING INSTRUCTIONS WERE FOLLOWED BEFORE SHIPPING

cks were COMPLETELY FROZEN AND Samples were FULLY CHILLED before shipping.

Container Sealed By: 

Date: 12/1/15

R Employees Only ##### DO NOT WRITE BELOW THIS LINE ##### DNR Employees Only

iner Opened and Reviewed at Lab By: _____ Date: _____ Time: _____ Temperature of Sample _____

ortation Method: UPS, FedEx, USPS, Other: _____

les submitted with a chain of custody.

caps tight and securely in place.

es are within the holding time for the requested test(s).

Correct sampling method used.

Containers were intact when received

Volume of samples submitted are sufficient for the requested tests

Samples met Temperature criteria

Samples were submitted in an ice chest.

Ice Packs shipped: 6

Returned _____

Still Frozen _____

ReCAP DEVIATION NOTIFICATION FORM

Date of Incident: Time: Division:

Location/address of deviation:

System: ☒ W. Treatment ☐ Distribution ☐ W.W. Treatment ☐ Collections
Note: Double-click on checkbox and select 'Checked' under Default Value.

Type of deviation: ☐ SSO ☐ Bypass ☐ LPE ☒ Sample Analysis ☒ Other THM RAA Violation

80 ug/L RAA	81.1 and 81.9 ug/l
SAMPLE TYPE & LIMIT	SAMPLE RESULT

How did we become aware of the issue?

The division received the latest analysis for the DBP DUAL sites. The 4 quarters were then averaged to obtain the RAA. The results were then deemed to be above the 80.0 ug/L limit.

Possible reason(s) for or event(s) leading to deviation: Distribution is not flushed with a unidirectional method.

Immediate corrective actions taken: None

Further action planned to eliminate or reduce future incidents: Pull a sample at the plant when we do the next TTHM sample for comparison. Talk to the City about implementing a flushing program.

Other information or attachments: 8/25/15 is the date the sample was taken. Received the report 10/30/15. Waiting for the N.O.V to fill out deviation, but we have not received one yet.

Completed by: Title: Date Reported:

Who was notified?

Name	Title	Date	Time	Comments
Jim Ianke	DM	10/30/15	14:30	By Todd B.
M.L Cauthon	PW Director	11/2/15		By Todd B.

Completed form is to be filled out electronically and e-mailed with any other documentation through the Deviation Notification ReCAP mailbox no later than the next business day of the incident.



STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Environmental Services Program
RESULTS OF SAMPLE ANALYSES FOR PUBLIC WATER SUPPLIES

PO Box 176 Jefferson City, MO 65102-0176

WILLIAM TOWNLAIN
BOONVILLE
901 RIVIERA DR

Order ID: 150726102



BOONVILLE MO 65233

Report Date: 08/28/2015

PWS County: COOPER
PWS ID: MO3010089
BOONVILLE

Sample Number: AC57364

Sample Collected: 08/25/2015 Sample Location: SM-B-1216 E MORGAN STREET + DUP DBPDUAL-01

Comments

Analysis Performed

	Result	Qualifier	MCL	Units
2	Bromochloroacetic Acid			µg/L
	Bromodichloroacetic Acid	30		µg/L
	Chlorodibromoacetic Acid	ND		µg/L
	Dibromoacetic Acid			µg/L
	Dichloroacetic Acid			µg/L
	Monobromoacetic Acid			µg/L
	Monochloroacetic Acid	ND		µg/L
	Tribromoacetic Acid	ND		µg/L
	Trichloroacetic Acid	ND		µg/L
15	Bromodichloromethane			µg/L
	Bromoform			µg/L
	Chloroform			µg/L
	Dibromochloromethane			µg/L
HAA5	Total HAA5		80	µg/L
THM	Total THM		80	µg/L

Sample Number: AC57365

Sample Collected: 08/26/2015 Sample Location: SM-D-819 JEFFERSON ROAD DBPDUAL-02

Comments

Analysis Performed

	Result	Qualifier	MCL	Units
1	Bromochloroacetic Acid			µg/L
	Bromodichloroacetic Acid	30		µg/L
	Chlorodibromoacetic Acid	ND		µg/L
	Dibromoacetic Acid			µg/L
	Dichloroacetic Acid			µg/L
	Monobromoacetic Acid			µg/L
	Monochloroacetic Acid			µg/L
	Tribromoacetic Acid	ND		µg/L
	Trichloroacetic Acid	ND		µg/L
	Bromodichloromethane			µg/L
	Bromoform			µg/L
	Chloroform			µg/L
	Dibromochloromethane			µg/L
HAA5	Total HAA5		80	µg/L

ID: 150726102

MO3010089 BOONVILLE

Page 1 of 2

Sample Number: AC57365

Date Collected: 08/25/2015 Sample Location: SM-D 219 JEFFERSON ROAD DBPDUAL-02



Comments

Analysis Performed	Result	Qualifier	MCL	Units
Total THM	129		80	ug/l

MCL- A Maximum Contaminant Level (MCL) is the legal threshold limit on the amount of a substance that is allowed in drinking water under the Federal Safe Drinking Water Act. MCLs are health based, legally enforceable standards. Drinking water results below the MCLs are considered safe. "*" denotes an Action Level.

SS- Secondary Drinking Water Regulations (secondary standards) are non-enforceable guidelines regarding contaminants that may cause aesthetic effects in drinking water, such as taste, odor, or color. It is recommended that water systems comply with secondary standards but water systems are not required to comply.

The analysis of this sample was performed in accordance with procedures approved or recognized by the U.S. Environmental Protection Agency. If you have any questions, please contact Mr. Eric Medlock at (573)522-5026.

Data Qualifiers

01 Improper collection method	16 No result - failed quality controls requirements
02 Improper preservation	17 Not analyzed - related analyte not detected
03 Exceeded holding time	18 Results in dry weight
04 Analyzed by contract laboratory	19 Sample pH is outside the acceptable range
05 Estimated value - detected below MDL	20 Estimated value
06 Estimated value - QC data out of limits	21 Not analyzed - instrument failure
07 Estimated value - analyte out of calibration range	22 No result - spectral interference
08 Analyte present in blank at > Y reported value	23 on was performed at the laboratory
09 Sample was diluted during analysis	24 Contract lab specific qualifier see sample comment
10 Laboratory error	25 No result - matrix interference
11 Estimated value - matrix interference	26 No Result - Excessive Chlorination
12 Insufficient quantity	27 No Result - Excessive Chlorination
13 Estimated value - true result is < reported value	28 Sample temperature outside acceptable range
14 Estimated value - non-homogenized sample	29 Headspace (air bubbles) present in sample vial
15 Estimated value - QC data biased low	30 Estimated value - QC data biased high
31 Not detected at reference value	

Chris Boldt

Chris Boldt, Laboratory Manager
Environmental Services Program
Division of Environmental Quality

MEMORANDUM

TO: Irl Tessendorf, City Administrator

FROM: Gary W. Nauman, Director of Parks 

DATE: November 30, 2015

SUBJECT: November Activity Report

The guys have been "playing" in the leaves since the beginning of November. They are basically done having cleaned up Harley, Lions and Kemper Parks.

Two of the guys went around through the Parks early this month to clean gutters on buildings. They cleaned the gutters to remove leaves and sticks so the gutters would drain. I am sure we will need to do it again before winter sets in.

On November 9th, the guys went to Riverfront Park and removed the playground equipment. The playground equipment has kind of been a hot button topic for the last couple years due to families bringing small children to the Park to play while folks have their dogs off leash. While I don't normally get too concerned about something like this, I am concerned about the smaller kids mixing with the dogs. While the dogs are supposed to be under the control of their owners, we all know that sometimes it is not the dogs that cause the problems. We will probably put the playground equipment in another Park next spring.

Sometime between November 3rd and 6th, someone broke the glass covering two of the interpretive panels at Cobblestone Street Park. Initially I thought that someone dropped a rock off the bridge onto one of the panels, but when we discovered the second panel under the bridge had the same damage, we now think someone broke the glass with a hammer. I asked PD to do a property damage report.

While doing a routine inspection of the playground at Veterans Park, I discovered that someone had twisted off two caps exposing bolts, and a barrier had been removed. There is also evidence that two handrails have been removed as well. I contacted Miracle Recreation Equipment and they have sent replacement parts for the equipment. Paul Linhart has installed the replacement parts.

Cut Above Lawn and Tree Care has been working on removing and trimming trees as part of our annual tree program. As of today, he has one removal and 5 trims left to do. They made good progress despite the recent wet weather.

With the finish of the fall soccer season, Mark Strange has aerated the soccer fields and over seeded. Although the leagues tried to alternate fields during play, they took a beating this fall because of the dry weather.

The Street Dept is planning to start work on the storm drain that runs the width of Kemper Park sometime soon. Initial plans are to work primarily on the north end to stop the box culvert from collapsing and stabilize it. Eventually the north end will be repaired and restored to close to its original configuration.

The Central Missouri Athletic Circuit held a cross country meet at Kemper Park on Sunday, November 1st. They had over 100 kids participate in the run and 300 or so spectators. I have received a nice letter from Stephanie King who is the cross country coordinator.

The guys did some work at the Katy Depot this month. We replaced light bulbs in the pole lights that line the brick siding along the tracks and finally installed the two bike racks.

Some time ago, I think I reported that one of the security cameras at Lions Park had been fried by lightning. Jeremy Fleming ordered a new camera and installed it. When he turned it on nothing happened. Turns out, the voltage spike fried the wires as well. Instead of hanging the new camera on the tennis court light pole, we are going to mount it to the scoreboard and aim it towards the restroom and shelter house. It will give us a good unobstructed view into the shelter house and a closer view of the door to the ladies restroom.

In late October, I walked the trails at Rolling Hills to gather information to input into a state wide database on trails. During my wanderings, I discovered the bridge on the Boy Scout Trail was eroded badly on both ends. Paul Linhart walked the trail Nov. 11th and discovered it had collapsed on the south end. The guys went over on the 12th and started repairs. They removed the old bridge and built a new one that is wide enough to drive a gator across. The old bridge will be placed over a ditch on one of the other trails.

I met a contractor at Rolling Hills on the 12th to look at culverts under the loop drive. There are 7 or 8 culverts that have rusted out in the bottom. The contractor was in town lining manholes for Public Works. They use a product very similar to what Insituform uses when lining sewer pipes. It is an epoxy type product that once cured becomes ridged and preserves or restores the structural integrity of the pipe. This can be done without digging up the road and replacing the pipe which would force us to close the Park for several days. I am still waiting on the cost estimates.

The crew has completed replacing the roofs on the maintenance/concession stand building at Rolling Hills Park and the house at Harley Park. This was a budgeted item since both roofs were leaking.



Missouri Gaming Commission

State/Local Allocation of Gaming Revenues

For the Period 11/1/2015 through 11/30/2015

Year beginning 11/1/2015



RECEIVED
12/14/15

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								
11/01/2015	Sunday	\$10,082.00	\$50,899.15	\$60,981.15	\$5,041.00	\$45,809.24	\$5,089.91	\$10,130.91
11/02/2015	Monday	\$5,242.00	\$25,032.27	\$30,274.27	\$2,621.00	\$22,529.04	\$2,503.23	\$5,124.23
11/03/2015	Tuesday	\$7,150.00	\$26,964.22	\$34,114.22	\$3,575.00	\$24,267.80	\$2,696.42	\$6,271.42
11/04/2015	Wednesday	\$7,232.00	\$36,485.97	\$43,717.97	\$3,616.00	\$32,837.37	\$3,648.60	\$7,264.60
11/05/2015	Thursday	\$8,754.00	\$45,233.33	\$53,987.33	\$4,377.00	\$40,710.00	\$4,523.33	\$8,900.33
11/06/2015	Friday	\$12,876.00	\$65,199.54	\$78,075.54	\$6,438.00	\$58,679.59	\$6,519.95	\$12,957.95
11/07/2015	Saturday	\$14,674.00	\$73,802.17	\$88,476.17	\$7,337.00	\$66,421.95	\$7,380.22	\$14,717.22
11/08/2015	Sunday	\$9,310.00	\$50,907.10	\$60,217.10	\$4,655.00	\$45,816.39	\$5,090.71	\$9,745.71
11/09/2015	Monday	\$5,092.00	\$21,569.31	\$26,661.31	\$2,546.00	\$19,412.38	\$2,156.93	\$4,702.93
11/10/2015	Tuesday	\$7,550.00	\$32,387.05	\$39,937.05	\$3,775.00	\$29,148.35	\$3,238.70	\$7,013.70
11/11/2015	Wednesday	\$7,864.00	\$29,097.26	\$36,961.26	\$3,932.00	\$26,187.53	\$2,909.73	\$6,841.73
11/12/2015	Thursday	\$8,702.00	\$42,486.68	\$51,188.68	\$4,351.00	\$38,238.01	\$4,248.67	\$8,599.67
11/13/2015	Friday	\$13,086.00	\$67,474.94	\$80,560.94	\$6,543.00	\$60,727.45	\$6,747.49	\$13,290.49
11/14/2015	Saturday	\$17,034.00	\$71,241.84	\$88,275.84	\$8,517.00	\$64,117.66	\$7,124.18	\$15,641.18
11/15/2015	Sunday	\$8,088.00	\$38,605.06	\$46,693.06	\$4,044.00	\$34,744.55	\$3,860.51	\$7,904.51
11/16/2015	Monday	\$5,188.00	\$29,647.92	\$34,835.92	\$2,594.00	\$26,683.13	\$2,964.79	\$5,558.79
11/17/2015	Tuesday	\$6,250.00	\$22,935.14	\$29,185.14	\$3,125.00	\$20,641.63	\$2,293.51	\$5,418.51
11/18/2015	Wednesday	\$6,242.00	\$30,164.86	\$36,406.86	\$3,121.00	\$27,148.37	\$3,016.49	\$6,137.49
11/19/2015	Thursday	\$8,354.00	\$44,226.73	\$52,580.73	\$4,177.00	\$39,804.06	\$4,422.67	\$8,599.67
11/20/2015	Friday	\$12,250.00	\$51,647.19	\$63,897.19	\$6,125.00	\$46,482.47	\$5,164.72	\$11,289.72
11/21/2015	Saturday	\$11,434.00	\$55,972.88	\$67,406.88	\$5,717.00	\$50,375.59	\$5,597.29	\$11,314.29
11/22/2015	Sunday	\$8,806.00	\$47,692.35	\$56,498.35	\$4,403.00	\$42,923.12	\$4,769.23	\$9,172.23
11/23/2015	Monday	\$5,062.00	\$23,508.48	\$28,570.48	\$2,531.00	\$21,157.63	\$2,350.85	\$4,881.85
11/24/2015	Tuesday	\$6,748.00	\$26,607.86	\$33,355.86	\$3,374.00	\$23,947.07	\$2,660.79	\$6,034.79
11/25/2015	Wednesday	\$6,942.00	\$35,938.98	\$42,880.98	\$3,471.00	\$32,345.08	\$3,593.90	\$7,064.90
11/26/2015	Thursday	\$9,844.00	\$48,514.47	\$58,358.47	\$4,922.00	\$43,663.02	\$4,851.45	\$9,773.45
11/27/2015	Friday	\$13,534.00	\$65,565.49	\$79,099.49	\$6,767.00	\$59,008.94	\$6,556.55	\$13,323.55
11/28/2015	Saturday	\$14,002.00	\$80,262.47	\$94,264.47	\$7,001.00	\$72,236.22	\$8,026.25	\$15,027.25
11/29/2015	Sunday	\$13,748.00	\$66,064.20	\$79,812.20	\$6,874.00	\$59,457.78	\$6,606.42	\$13,480.42
11/30/2015	Monday	\$5,720.00	\$30,831.27	\$36,551.27	\$2,860.00	\$27,748.14	\$3,083.13	\$5,943.13
Casino Report Totals:		\$276,860.00	\$1,336,966.18	\$1,613,826.18	\$138,430.00	\$1,203,269.56	\$133,696.62	\$272,126.62
Casino YTD Totals:		\$276,860.00	\$1,336,966.18	\$1,613,826.18	\$138,430.00	\$1,203,269.56	\$133,696.62	\$272,126.62

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2015

*65.5% Norm*01 -GENERAL FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
01 -GENERAL FUND		5,570,670.00	206,008.90	2,185,563.02	39.23	0.00	3,385,106.98
*** TOTAL REVENUES ***		5,570,670.00	206,008.90	2,185,563.02	39.23	0.00	3,385,106.98
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		736,750.00	58,116.26	445,223.37	60.43	0.00	291,526.63
POLICE		1,685,150.00	123,916.98	1,072,042.88	63.62	0.00	613,107.12
FIRE DEPARTMENT		505,075.00	39,183.35	310,743.94	61.52	0.00	194,331.06
STREET DEPARTMENT		766,000.00	48,996.36	336,803.15	43.97	0.00	429,196.85
CENTRAL GARAGE		62,525.00	4,409.78	36,101.57	57.74	0.00	26,423.43
AIRPORT		162,590.00	3,774.80	164,981.50	101.47	0.00	(2,391.50)
ANIMAL CONTROL		97,880.00	7,322.41	46,726.29	47.74	0.00	51,153.71
PARKS & RECREATION		507,700.00	29,926.11	347,781.66	68.50	0.00	159,918.34
SWIMMING POOL		180,500.00	1,184.50	157,362.77	87.18	0.00	23,137.23
NON-OPERATING EXPENDITURE		38,000.00	2,268.59	9,577.11	25.20	0.00	28,422.89
CEMETERY		15,600.00	9.60	12,937.34	82.93	0.00	2,662.66
MUNICIPAL COURT		38,000.00	2,024.22	23,261.05	61.21	0.00	14,738.95
COP-DEBT SERVICE		774,900.00	63,358.86	513,557.28	66.27	0.00	261,342.72
*** TOTAL EXPENDITURES ***		5,570,670.00	384,491.82	3,477,099.91	62.42	0.00	2,093,570.09
*** TOTAL PROFIT / (LOSS) ***		0.00	(178,482.92)	(1,291,536.89)	0.00	0.00	1,291,536.89

*- will catch up soon.**17 payrolls*

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2015

02 -SANITATION
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
02 -SANITATION		<u>645,700.00</u>	<u>50,744.20</u>	<u>435,851.75</u>	<u>67.50</u>	<u>0.00</u>	<u>209,848.25</u>
***	TOTAL REVENUES ***	<u>645,700.00</u>	<u>50,744.20</u>	<u>435,851.75</u>	<u>67.50</u>	<u>0.00</u>	<u>209,848.25</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
COLLECTION		<u>645,700.00</u>	<u>52,284.09</u>	<u>415,439.04</u>	<u>64.34</u>	<u>0.00</u>	<u>230,260.96</u>
***	TOTAL EXPENDITURES ***	<u>645,700.00</u>	<u>52,284.09</u>	<u>415,439.04</u>	<u>64.34</u>	<u>0.00</u>	<u>230,260.96</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>0.00</u>	<u>(1,539.89)</u>	<u>20,412.71</u>	<u>0.00</u>	<u>0.00</u>	<u>(20,412.71)</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2015

05 -CAPITAL SALES TAX FUND

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
05 -CAPITAL SALES TAX FUN		621,500.00	41,631.27	434,055.95	69.84	0.00	187,444.05
*** TOTAL REVENUES ***		621,500.00	41,631.27	434,055.95	69.84	0.00	187,444.05
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS		656,500.00	28,150.69	271,653.59	41.38	0.00	384,846.41
ECONOMIC DEVELOPMENT		163,500.00	5,810.78	91,961.86	56.25	0.00	71,538.14
*** TOTAL EXPENDITURES ***		820,000.00	33,961.47	363,615.45	44.34	0.00	456,384.55
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(198,500.00)	7,669.80	70,440.50	35.49-	0.00	(268,940.50)
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: NOVEMBER 30TH, 2015

06 -WATER WORKS FUND
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
06	-WATER WORKS FUND	<u>2,354,700.00</u>	<u>183,023.63</u>	<u>1,489,716.87</u>	<u>63.27</u>	<u>0.00</u>	<u>864,983.13</u>
***	TOTAL REVENUES ***	<u>2,354,700.00</u>	<u>183,023.63</u>	<u>1,489,716.87</u>	<u>63.27</u>	<u>0.00</u>	<u>864,983.13</u>
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	351,650.00	12,636.72	126,231.37	35.90	0.00	225,418.63
	WATER DISTRIBUTION	325,450.00	16,640.46	155,345.33	47.73	0.00	170,104.67
	WATER TREATMENT PLANT	1,023,300.00	73,867.94	753,645.57	73.65	0.00	269,654.43
	DEBT SERVICE	584,300.00	44,027.30	366,962.04	62.80	0.00	217,337.96
	CAPITAL PROJECTS	<u>130,000.00</u>	<u>0.00</u>	<u>29,523.11</u>	<u>22.71</u>	<u>0.00</u>	<u>100,476.89</u>
***	TOTAL EXPENDITURES ***	<u>2,414,700.00</u>	<u>147,172.42</u>	<u>1,431,707.42</u>	<u>59.29</u>	<u>0.00</u>	<u>982,992.58</u>
***	TOTAL PROFIT / (LOSS) ***	<u>(60,000.00)</u>	<u>35,851.21</u>	<u>58,009.45</u>	<u>96.68-</u>	<u>0.00</u>	<u>(118,009.45)</u>

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2015

07 -CAPITAL IMPROVEMENTS FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
07	-CAPITAL IMPROVEMENTS	<u>2,189,000.00</u>	<u>41,251.62</u>	<u>373,956.39</u>	<u>17.08</u>	<u>0.00</u>	<u>1,815,043.61</u>
***	TOTAL REVENUES ***	<u>2,189,000.00</u>	<u>41,251.62</u>	<u>373,956.39</u>	<u>17.08</u>	<u>0.00</u>	<u>1,815,043.61</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	CAPITAL IMPROVEMNTS	<u>3,658,000.00</u>	<u>63,417.48</u>	<u>764,848.59</u>	<u>20.91</u>	<u>0.00</u>	<u>2,893,151.41</u>
***	TOTAL EXPENDITURES ***	<u>3,658,000.00</u>	<u>63,417.48</u>	<u>764,848.59</u>	<u>20.91</u>	<u>0.00</u>	<u>2,893,151.41</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>(1,469,000.00)</u>	<u>(22,165.86)</u>	<u>(390,892.20)</u>	<u>26.61</u>	<u>0.00</u>	<u>(1,078,107.80)</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2015

08 -WASTE WATER FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
08	-WASTE WATER FUND	<u>2,191,300.00</u>	<u>181,732.45</u>	<u>1,449,854.28</u>	<u>66.16</u>	<u>0.00</u>	<u>741,445.72</u>
***	TOTAL REVENUES ***	<u>2,191,300.00</u>	<u>181,732.45</u>	<u>1,449,854.28</u>	<u>66.16</u>	<u>0.00</u>	<u>741,445.72</u>
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	291,150.00	12,677.27	101,332.34	34.80	0.00	189,817.66
	SEWERAGE COLLECTION	476,600.00	20,275.29	221,263.30	46.43	0.00	255,336.70
	WASTE WATER TREATMENT	740,550.00	44,487.99	356,796.19	48.18	0.00	383,753.81
	WASTE WATER CONSTRUCTION	498,000.00	40,128.56	319,350.81	64.13	0.00	178,649.19
	CAPITAL PROJECTS	<u>185,000.00</u>	<u>7,265.90</u>	<u>78,751.29</u>	<u>42.57</u>	<u>0.00</u>	<u>106,248.71</u>
***	TOTAL EXPENDITURES ***	<u>2,191,300.00</u>	<u>124,835.01</u>	<u>1,077,493.93</u>	<u>49.17</u>	<u>0.00</u>	<u>1,113,806.07</u>
***	TOTAL PROFIT / (LOSS) ***	<u>0.00</u>	<u>56,897.44</u>	<u>372,360.35</u>	<u>0.00</u>	<u>0.00</u>	<u>(372,360.35)</u>

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2015

16 -TOURISM TAX
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
16	-TOURISM TAX	<u>208,000.00</u>	<u>37,087.73</u>	<u>189,582.21</u>	<u>91.15</u>	<u>0.00</u>	<u>18,417.79</u>
***	TOTAL REVENUES ***	<u>208,000.00</u>	<u>37,087.73</u>	<u>189,582.21</u>	<u>91.15</u>	<u>0.00</u>	<u>18,417.79</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	<u>254,000.00</u>	<u>7,543.40</u>	<u>190,917.29</u>	<u>75.16</u>	<u>0.00</u>	<u>63,082.71</u>
***	TOTAL EXPENDITURES ***	<u>254,000.00</u>	<u>7,543.40</u>	<u>190,917.29</u>	<u>75.16</u>	<u>0.00</u>	<u>63,082.71</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>(46,000.00)</u>	<u>29,544.33</u>	<u>(1,335.08)</u>	<u>2.90</u>	<u>0.00</u>	<u>(44,664.92)</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: NOVEMBER 30TH, 2015

17 -GAMING TAXES
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
17	-GAMING TAXES	<u>3,591,000.00</u>	<u>265,801.90</u>	<u>2,437,739.43</u>	<u>67.88</u>	<u>0.00</u>	<u>1,153,260.57</u>
***	TOTAL REVENUES ***	<u>3,591,000.00</u>	<u>265,801.90</u>	<u>2,437,739.43</u>	<u>67.88</u>	<u>0.00</u>	<u>1,153,260.57</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
01	-ADMINISTRATION	<u>4,682,500.00</u>	<u>96,958.33</u>	<u>1,259,659.80</u>	<u>26.90</u>	<u>0.00</u>	<u>3,422,840.20</u>
***	TOTAL EXPENDITURES ***	<u>4,682,500.00</u>	<u>96,958.33</u>	<u>1,259,659.80</u>	<u>26.90</u>	<u>0.00</u>	<u>3,422,840.20</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>(1,091,500.00)</u>	<u>168,843.57</u>	<u>1,178,079.63</u>	<u>107.93-</u>	<u>0.00</u>	<u>(2,269,579.63)</u>
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: NOVEMBER 30TH, 2015

20 -PARK/STORMWATER SALES TAX
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
20	-PARK/STORMWATER SALES	<u>622,000.00</u>	<u>41,389.71</u>	<u>433,191.44</u>	<u>69.64</u>	<u>0.00</u>	<u>188,808.56</u>
***	TOTAL REVENUES ***	<u>622,000.00</u>	<u>41,389.71</u>	<u>433,191.44</u>	<u>69.64</u>	<u>0.00</u>	<u>188,808.56</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	<u>246,000.00</u>	<u>16,291.25</u>	<u>45,763.15</u>	<u>18.60</u>	<u>0.00</u>	<u>200,236.85</u>
***	TOTAL EXPENDITURES ***	<u>246,000.00</u>	<u>16,291.25</u>	<u>45,763.15</u>	<u>18.60</u>	<u>0.00</u>	<u>200,236.85</u>
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	<u>376,000.00</u>	<u>25,098.46</u>	<u>387,428.29</u>	<u>103.04</u>	<u>0.00</u>	<u>(11,428.29)</u>
		=====	=====	=====	=====	=====	=====



December 14, 2015

Ms. Julie Thacher
Mayor
401 Main
Boonville, MO 65233

We strive to keep prices as low as possible, but the underlying cost of our services continues to rise. These rising costs are led by TV programming, the increases to which are largely driven by three factors:

- **Sports programming** and the multi-billion dollar deals signed between leagues, conferences, and TV channel owners
- Dramatic increases to the **fees TV station owners are allowed to charge**, by federal law, for signals they transmit for free over the air
- **Contract renewals**, wherein media companies (both those with and without sports programming) seek to reset channel fees well above the rate of inflation; make access to popular channels contingent on payment for less popular channels; and frequently require their channels to be distributed as part of widely subscribed bundles, which further increases the cost to consumers.

These and other factors make certain adjustments to service prices necessary. When reviewing the list of adjustments, please recall that we have **bundled packages of two or more services that can help many customers off-set these adjustments and potentially save money**. Nearly two out of three Suddenlink customers have already taken advantage of such offers, and we will continue to communicate those options to our customers.

With those points in mind, here is a summary of what will and will not be adjusted.

- There will be *no change* to the standard rates for telephone service, limited basic TV service, expanded or full basic TV service, incremental digital tiers of TV service, and video equipment.
- In the February 2016 billing cycle, there will be a ...
 - \$1.00 per month increase to the standard rate for HBO
 - \$1.90 per month increase to the broadcast station surcharge, which covers the escalating fees charged by broadcast TV station owners. (Recall that federal law permits TV station owners to charge companies like ours for the signals they broadcast freely over the air. As we have always done, we will not collect more from this surcharge than we pay to broadcast TV station owners.)

- To cover a portion of the skyrocketing cost of dedicated sports channels and general entertainment channels with sports programming, some customers with expanded or full basic TV service will see a \$2.15 per month increase to the sports programming surcharge in the February 2016 billing cycle, while others will see this increase later in 2016, depending on when they ordered the noted TV service.
 - Recall that the owners of major sports channels require us to package those channels in a large, diverse bundle of channels to which a sizable majority of customers subscribe.
 - Requirements like these prevent us from placing the most-expensive sports channels on a separate level of service that customers could select and pay for *at their discretion*.
 - We share our customers' frustration with this situation and are working with others to seek greater flexibility in how we're allowed to package and sell TV channels, to help control costs and offer more economical choices.
- To cover the rising cost of network expenses, some customers who have Internet service outside of a current promotional offer will see a \$3.50 per month increase in the February 2016 billing cycle, while others will see this increase later in 2016, depending on when they ordered the service.
- Taxes, fees, and surcharges will be adjusted accordingly.

Thank you for your time and please don't hesitate to contact me at the number below, should you have any questions.

Sincerely,



Patrick O'Connor
806-771-6009