



City of Boonville

Council Meeting Agenda

December 7, 2020

7:00 p.m.

City Council Chambers

525 E. Spring Street

Boonville MO 65233

- Meeting will be open to the public; however, social distancing will be practiced. If you feel unwell or have the following symptoms (fever, cough, or shortness of breath) please do not enter. You may view the live stream of the meeting at <https://www.youtube.com/user/cityofboonvillemo> and on channel 3 with Suddenlink Cable TV.
 - If you are unable to attend the meeting due to an illness, and you have a public comment that you would like to present to the council, please contact Teresa Studley, City Clerk, before 4pm on the day of the Council Meeting, at (660) 882-2332 or by email at teresa.studley@boonville-mo.org. Your statement will be read during the hearing of citizens' comments.
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I. Call to order – Pledge and Prayer (Albert Turner)

II. Roll call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the November 16, 2020 Council Meeting

V. Consent Items.

- a) Consider Pay Request No. 2 (final) from Walls HVAC Service, LLC in the amount of \$19,872.07 for Pool AHU Replacement at the Boonslick Heartland YMCA.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2020-022 Amending Ordinance regarding City Attorney
- B) Second Reading of Bill No. 2020-023 Approving the Creation of a TIF Commission for the Thurman Housing Development Project located at Highway 87 Corridor at Pearre Lane

VIII. New Business

- A)** Consider Parking Restriction for Boonslick Area Chamber of Commerce
- B)** Consider Resolution R2020-09 Authorization to Engage with Gilmore and Bell
- C)** Consider Resolution R2020-10 Authorizing a Preliminary Funding Agreement with Troy Thurman Construction Co. Inc.

IX. Reports of Standing Committees

- A)** Housing Authority – November 11, 2020 (Morris Carter)
- B)** Street, Alley, and Sanitation Board – November 25, 2020 (Steve Young)
- C)** Board of Public Works – November 26, 2020 (Curtis Robertson)
- D)** Tourism Department – November 17, 2020 (Susan Meadows)

X. Reports of City Officials

- A)** City Administrator
- B)** Mayor
- C)** City Clerk

XI. Miscellaneous

XII. Adjourn

Motion made in meeting to amend agenda by adding under New Business:
D. Consideration of Resolution R2020-11 Authorizing and approving agreement with Cooper County for CARES ACT FUNDING. Approved to amend agenda by Council.
Resolution R2020-11 added to document after meeting, after page 20 of Council Packet.

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

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville City Council Meeting Minutes November 16, 2020

The Boonville City Council met in Regular Session on November 16, 2020 at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville Missouri. The following officers were present: Ned Beach, Mayor; Kate Fjell, City Administrator; Teresa Studley, City Clerk; and Randy Ayers, Sergeant at Arms. Doug Abele, Interim City Counselor, was absent.

NOTICE POSTED: Thursday, November 12, 2020 at 2:39 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order and Whitney Venable led the prayer, after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present, sitting distantly from each other: Whitney Venable, Albert Turner, Michael Stock (*via Microsoft Teams*), Steve Young, Susan Meadows (*via Microsoft Teams*), Curtis Robertson, Theresa Hurt (*via Microsoft Teams*), and Morris Carter.

Microsoft Teams is a propriety business communication platform that allows video conferencing through Mobile Applications, Computer Applications, or via telephone. This allows one to talk with other members of council that are present at the meeting.

HEARING OF CITIZENS' COMMENTS

Don Lind, Ward 3, Pinecrest Homeowners Association, Inc., came before the Council to request that the City of Boonville accept the dedication of Pinecrest Road and utility easements and utilities as indicated on the final plat of the Pinecrest Subdivision. Mr. Jim Friedrich accompanied Mr. Lind. Mr. Lind provided the Council with the signatures of residents that signed the petition (See **Attachment A** herein incorporated and attached to these minutes). Mr. Lind stated that he assumes that the street is approximately 40 years old. Mr. Lind stated that he assumes that the developer gave Boone Village Drive to the City in 1982. Mr. Lind stated that the homeowner's association has maintained the street for over 40 years. It is in better shape than Boone Village Drive. Mr. Lind stated that the homeowners have paid in excess of \$1,800 each year in city taxes. Mr. Lind stated that he does not feel that they are being unreasonable for asking the City to maintain the street. Mr. Lind stated that this will give the City access to property that is owned by the City, which is an advantage. Mr. Lind would like the Council to take this into consideration and to get back with them. Mayor Beach stated that the memo and application will be turned over to the Public Works and Building Inspection Department Heads for review.

APPROVAL OF THE MINUTES OF THE NOVEMBER 2, 2020 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Mr. Venable seconded the motion for approval of the ordinance. With no questions, roll call was taken. Ayes: Venable, Turner, Stock (*via Microsoft Teams*), Young, Meadows (*via Microsoft Teams*), Robertson, Hurt (*via Microsoft Teams*), and Carter. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

UNFINISHED BUSINESS

None.

NEW BUSINESS

CONSIDER RESOLUTION R2020-07 APPROVING AN AGREEMENT WITH CONCRETE SOLUTIONS, LLC FOR THE 11TH STREET STORMWATER IMPROVEMENTS 2020

Ms. Studley read the resolution in its entirety. Mr. Carter moved, and Mr. Robertson seconded the motion to approve the agreement. Mr. Young inquired if the City has done business with this company before. Mr. Scott Vogler, MECO Engineering, responded that the City has done business with them and they do good work. Mayor Beach questioned Mr. Vogler if we should be concerned with the difference in price on the "Removal of Improvements". Mr. Vogler stated this company completed the curb and gutter street repairs for two of the three phases, that was located at Tisdale Drive. Mr. Vogler stated that the company knows the area and they know what they are doing. Mr. Vogler stated that they had come very close to putting a change order into their existing contract from those other two phases, previously, to include this job. However, there was not a solution for the stormwater improvement at that time. Mr. Vogler stated that he is not concerned with their numbers whatsoever. With no further questions, roll call was taken. Ayes: Venable, Turner, Stock (*via Microsoft Teams*), Young, Meadows (*via Microsoft Teams*), Robertson, Hurt (*via Microsoft Teams*), and Carter. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

FIRST READING OF BILL NO. 2020-022 AMENDING ORDINANCE REGARDING CITY ATTORNEY

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

FIRST READING OF BILL NO. 2020-023 APPROVING THE CREATION OF A TIF COMMISSION FOR THE THURMAN HOUSING DEVELOPMENT PROJECT LOCATED AT HIGHWAY 87 CORRIDOR AT PEARRE LANE

Ms. Studley informed the Council that the bill is placed at their seats for their review. Ms. Studley read, by title only, a copy of the bill.

CONSIDER RESOLUTION R2020-08 AUTHORIZING AN AGREEMENT WITH TONY ST. ROMAINE FOR TAX INCREMENT FINANCING CONSULTING

Ms. Studley read the resolution in its entirety. Mr. Carter moved, and Mr. Turner seconded the motion to approve the agreement. Ms. Fjell stated that Tony St. Romaine will assist with the TIF to confirm that the TIF is completed correctly. Ms. Fjell stated that no one on City staff has completed a TIF before. Mr. St. Romaine is representing the City and he is looking out for the City's best interest as well. Ms. Fjell explained that if the City should proceed with the TIF, his costs will be rolled over into the TIF process, and the applicants will help pay for it. Mr. Venable questioned if this needs to be approved before the TIF Commission is formed. Ms. Fjell responded that he will assist in the forming of the TIF Commission. Mr. St. Romaine will also write a timeline for the TIF process, which will assist the TIF Commission with their deadlines. Mr. Turner questioned his fees. Ms. Fjell stated that she is not sure how much his fees will cost, but he will be used on a limited basis. Ms. Fjell explained the process of how fees are paid for a TIF Consultant. Mayor Beach explained that City Staff needs someone who has experience with the TIF process. With no further questions, roll call was taken. Ayes: Turner, Stock (*via Microsoft Teams*), Young, Meadows (*via Microsoft Teams*), Robertson, Hurt (*via Microsoft Teams*), and Carter. Total (7). Opposed: Venable. Total (1). Absent: None. Total (0). Motion Carried.

DISCUSSION REGARDING CANCELLATION/EXTENDING CONTRACT FOR ASPHALT IMPROVEMENTS 2020 WITH CAPITAL PAVING AND CONSTRUCTION, LLC

Ms. Fjell invited Mr. Jeff Ditto, Director of Public Works, to give his recommendations to Council. Mr. Ditto stated that he recommends the City cancel the contract with Capital Paving and Construction, LLC for the Asphalt Improvements 2020 project. Mr. Ditto stated that he feels that if we roll the project over into next year's street repairs, it would be a larger bid and possibly more economical. Mr. Carter moved, and Ms. Hurt seconded the motion to cancel the contract with Capital Paving and Construction, LLC. Mr. Turner questioned if the project was not completed. Mr. Ditto responded that it was scheduled and contracted to start by October 1, 2020 and the end date was November 29, 2020. Ms. Fjell stated that the contractor notified MECO that they would start mid-October, however; the weather conditions in November are unfavorable for paving. With no further questions, roll call was taken. Ayes: Venable, Turner, Stock (*via Microsoft Teams*), Young, Meadows (*via Microsoft Teams*), Robertson, Hurt (*via Microsoft Teams*), and Carter. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

REPORTS OF STANDING COMMITTEES

PLANNING AND ZONING COMMISSION – NOVEMBER 10, 2020

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

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

Mayor Beach inquired if anyone had any questions regarding the financials that were included in the council packet. There were no questions. Mr. Carter stated that there was a big drop in revenue.

CITY CLERK

Ms. Studley reminded the Council that the next regular council meeting will be held in three weeks, on December 7th, due to the month of November having five Monday's in the month.

MISCELLANEOUS

Mr. Stock stated that he has received several calls in reference to the giant arrows that have been painted on Highland Drive that designate the entrance/exit to the subdivision. Mr. Stock stated that he has lived on a street with a median, and they have never had arrows painted on their street. Mr. Stock stated that the people that live in the area are not happy with the arrows at all. They don't understand why an in/out doesn't work just as well as arrows designating the entrance/exit. Mr. Stock recalled that Council voted on this a few months ago. Mr. Stock stated that there are one-way signs and arrows. Mr. Stock stated that he doesn't know what more you can do for people to give them instructions on where to drive. Mr. Ditto stated that it was voted on by the Street, Alley, and Sanitation Board to have the arrows painted onto the roadway. There are no one-way signs. There is just one sign to go along with the arrows. Mr. Ditto stated that he talked with someone regarding the intersection and he conveyed to them that he would bring it back up to the board members. The next Street, Alley, and Sanitation Board meeting will have this topic as a discussion item. Ms. Hurt stated that she feels that the arrows are needed.

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Robertson seconded the motion to adjourn at 7:30 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Ned Beach, Mayor

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APPLICATION DATE: 11-19-19

CONTRACT TIME LIMIT DATE: 1-30-2021

NET CHANGE BY CHANGE ORDERS: 0

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF \$ 19,872.07

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

BY:



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 7, 2020** the sum of **\$404,961.21**

General Fund	\$154,126.18
Sanitation	\$33,783.57
CIP Tax	\$39,056.79
Water Works	\$115,408.01
Capital Projects	\$0.00
Waste Water	\$31,792.05
Tourism	\$5,585.42
Gaming	\$477.00
Parks/Water	\$79.19
Kemper Sales Tax	\$24,653.00

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 **\$404,961.21** 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 7, 2020** read for the second time this **December 7, 2020** since a copy was made available prior to the meeting.

Approved **December 7, 2020** _____
Mayor

Endorsed **December 7, 2020** : 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



RECEIVED
12/2/2020

NOTIFICATION OF TEMPORARY STREET CLOSURE/PARKING RESTRICTION REQUEST

Organization: **Boonville Area Chamber of Commerce**

Date: **11.24.2020**

Name: **Karen Esser**

Phone Number: **660.882.2721**

Street Closure:

_____ has requested that _____ be closed between (streets)
_____ and _____ from (time, day, date) _____
20__ to _____, 20__.

Parking Restriction:

Boonville Area Chamber of Commerce has requested that parking be restricted on one side of Main Street between Spring Street and the alley immediately past the vacant building at 316 Main Street from:

**5:30 – 7:00 pm December 3, 10, and 17, 2020 and
10:00 am – 2:00 pm November 28, December 5, 12, and 19, 2020**

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

Business Name:

Signature:

Ricmar Decorating Gallery

Tabitha Greis
Tabitha Greis

Always Different

Laura Vollmer
Laura Vollmer

Never The Same

Laura Vollmer
Laura Vollmer

The Lucky Dog Shoppe

APPROVED VIA PHONE
Laura Cannady Hequembourg 870.219.6490

Vacant Building – 316 Main Street

APPROVED VIA PHONE
THAD STUBBS 573.238.8915

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

cc: Police Department, Fire Department, Parks Department, Public Works

(Rev. 4/28/09)



December 2, 2020

To: Mayor and City Council

From: Kate Fjell, City Administrator

RE: HWY 87 Development/ TIF Process

A handwritten signature in purple ink, likely belonging to Kate Fjell, is written over the "From" line of the letterhead.

On the agenda tonight is several items related to the potential development on Hwy 87. As a reminder, the process for considering a TIF is lengthy and we have added work due to the fact that the City has not yet adopted ordinances to allow a TIF project in the City. There are several things that need to be completed, to even consider a TIF, which include:

1. Adoption of ordinance authorizing a TIF Commission – 2nd reading scheduled for December 7
2. Creation of TIF Application- a copy of which will be available at Council meeting
3. Adoption of TIF Policy and Procedures – Resolution tentatively scheduled for December 21

In addition to the above, we are also currently bringing together the team of people who will assist the City in this entire process. We have already brought Tony St. Romaine on board to work with us. He has already met with us several times and has put together a schedule of events for the TIF process. Additionally, he has participated in several meetings with the development team.

At the meeting tonight, we have a resolution to engage Gilmore and Bell, who will serve as legal council for the City in this matter. On December 21st, we will also have a resolution to engage Joy Howard as our financial advisor.

Also, on the agenda tonight is a resolution to enter into a funding agreement with Thurman Construction. The funding agreement is the mechanism, in part, by which the City is repaid for our costs to consider an application. The other funding source is the application fee.

Tony St. Romaine will be attending the meeting Monday. He is on hand to answer any questions you may have about TIF, the process or the work we have done and the work yet to be done.

RESOLUTION NO. R2020-09

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING TERMS OF ENGAGEMENT BY AND BETWEEN GILMORE AND BELL AND THE CITY OF BOONVILLE, MISSOURI; PERTAINING TO SPECIAL COUNSEL SERVICES TO BE PROVIDED; AND PROVIDING AN EFFECTIVE DATE THEREFOR

WHEREAS, the City requires special counsel to consider the use of economic development incentives in the City;

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

SECTION 1: That a certain Agreement between Gilmore and Bell, and the City of Boonville, Missouri relating to Special Services, a copy of which is marked "Exhibit A" is attached hereto and made a part hereof, is hereby approved.

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

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

PASSED THIS 7TH DAY OF DECEMBER, 2020, BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI

ATTEST:

Ned Beach, Mayor

Teresa Studley, City Clerk



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

November 30, 2020

Mayor and City Council
City of Boonville
401 Main Street
Boonville, Missouri 65233

Re: Engagement Letter for Special Counsel Services for the City of Boonville, Missouri

Ladies and Gentlemen:

This will confirm our engagement to serve as Special Counsel to the City of Boonville in connection with the consideration of economic development incentives in the City. The purpose of this letter is to set forth our responsibilities and fees with respect to the proposed engagement.

SCOPE OF SERVICES

Gilmore & Bell will provide the following services, if directed by the City:

1. Review any request for proposals and advise the City regarding compliance with legal requirements, if any, pertaining to the bidding process.
2. If requested by the City, prepare redevelopment plans and tax impact studies; otherwise, review and comment on redevelopment plans, existing conditions studies, tax impact statements and similar documents not prepared by Gilmore & Bell.
3. Prepare or review all legal proceedings relating to the approval of redevelopment plans and tax increment financing districts.
4. Prepare applicable resolutions and ordinances, public notices to local taxing bodies and other documents as may be requested by the City.
5. Assist the City in negotiating and drafting the funding agreement between the City and the developer, the redevelopment agreement between the City and the developer, and any additional agreements that may be requested by the City.
6. Advise the City on all legal matters incident to the approval of any economic development incentives.
7. Attend such conferences and meetings as may be requested by the City in connection with the above services.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties to any transaction will retain such counsel as they deem necessary and appropriate to represent their interests in any transaction. We further assume that all other parties understand that in this transaction we represent only the City and we are not acting as an intermediary among the parties. Our services are limited to those contracted for herein. Our representation of the City will not affect, however, our responsibility to render objective legal opinions as required by the City.

FEES AND EXPENSES

Our fee for providing Special Counsel services will be \$325/hour for the remainder of 2020 and 2021, and such rate as may be determined by Gilmore & Bell thereafter but in any event no more than 105% of the hourly rate charged in the prior year.

In addition, we will seek reimbursement for our out-of-pocket expenses incurred in connection with the provision of our services, such as travel, postage, deliveries, photocopying, printing and similar expenses.

We will submit invoices for payment of costs incurred on a monthly basis or at such other time as may be agreed to by the City and Gilmore & Bell.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

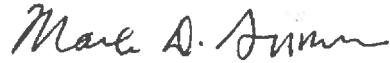
CONFLICTS

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent the City as provided in this letter, either because such matters will be sufficiently different from the scope of services described above so as to make such representation not adverse to our representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the scope of services described above. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this engagement letter. We look forward to working with you.

Very truly yours,



Mark D. Grimm

MDG:sab

ACCEPTED AND APPROVED:

Date: _____, 2020

CITY OF BOONVILLE, MISSOURI

By: _____
Ned Beach, Mayor

RESOLUTION NO. R2020-10

A RESOLUTION AUTHORIZING THE EXECUTION OF A PRELIMINARY FUNDING AGREEMENT WITH TROY THURMAN CONSTRUCTION CO., INC., AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO

WHEREAS, Troy Thurman Construction Co., Inc. (the “Company”) has proposed to redevelop approximately 200 acres located in the northeast quadrant of the Interstate 70 and Route 87 intersection; and

WHEREAS, the Company has requested that the City Council explore the feasibility of financing a portion of the costs of redeveloping the Area through the use of economic development incentives; and

WHEREAS, the City Council is willing to consider the Company’s request, if the Company advances funds to pay the City’s costs of exploring such incentives and if the Company understands that the City Council is not committing to approve any financial incentives for the project.

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

SECTION 1: The City is hereby authorized to enter into a Preliminary Funding Agreement, a copy of which is marked “**Exhibit A**” is attached hereto and made a part hereof, with the Company relating to the payment of the City’s expenses associated with the consideration of potential incentives for the Company’s proposed project.

SECTION 2: The City shall, and the representatives, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the City with respect to the Resolution.

SECTION 3: This resolution shall take effect and be in full force upon its adoption by the City Council of Boonville Missouri.

Passed this 7th day of December 2020, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Teresa Studley, City Clerk

PRELIMINARY FUNDING AGREEMENT

THIS PRELIMINARY FUNDING AGREEMENT (the "Agreement") is made and entered into as of the _____ day of December, 2020, by and between the **CITY OF BOONVILLE, MISSOURI** (the "City") and **TROY THURMAN CONSTRUCTION CO., INC.** (the "Company").

RECITALS

1. The Company proposes to redevelop approximately 200 acres located in the northeast quadrant of the Interstate 70 and Route 87 intersection (the "Area").

2. The City is willing to explore the feasibility of financing a portion of the costs of redeveloping the Area through the use of economic development incentives, if the Company advances funds to pay the City's costs of exploring such incentives.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Advance of Funds.

(a) The City hereby acknowledges receipt from the Company of \$20,000 (the "Preliminary Funds"), consisting of \$10,000 paid in connection with the Company's application for tax increment financing and \$10,000 paid upon execution of this Agreement. The City may, subject to the terms hereof, use the Preliminary Funds to pay or reimburse the City for payment of actual costs incurred by the City for services provided by such consultants and advisors (including, but not limited to, attorneys, planners and municipal financial advisors) as the City deems advisable regarding the City's review of plans and related documents and negotiation of a redevelopment agreement, and for expenses incurred by the City (such as mailing, publication and similar costs) in connection with the foregoing. The parties acknowledge that such amount is a substantial sum and agree to use their best efforts to work together to reduce the total costs to be paid out of the Preliminary Funds.

(b) If the City and the Company enter into a redevelopment agreement, the redevelopment agreement shall provide for the disbursement of any remaining Preliminary Funds in the manner specified in the redevelopment agreement.

2. **Disbursement.** Before disbursing funds to any third-party consultant or advisor (excluding the City Attorney) under this Agreement, the City shall provide copies of such consultant or advisor contracts to the Company. Subject to the remaining provisions of this Agreement, the City may disburse Preliminary Funds for fees and expenses incurred or to reimburse the City for fees and expenses previously paid by the City upon receipt of (a) invoices for work performed by consultants and advisors, (b) invoices and/or receipts for out-of-pocket expenses incurred by such parties or the City for the planning, legal and financial work described above, and (c) such other supporting documentation as may be requested by the City. The City shall use reasonable care in ascertaining that the fees and expenses paid from the Preliminary Funds are fair and reasonable.

3. **Copies of Disbursement Requests.** The Company may request copies of all disbursement records (as maintained pursuant to Section 2 above) detailing costs paid from the Preliminary Funds.

4. **Consideration of Incentives.** Nothing herein shall obligate the City to approve any financial incentives for the Company's proposed project.

5. **Company's Right of Termination.** The Company may terminate this Agreement at any time in its sole discretion upon giving the City 10 days' written notice; whereupon 10 days following the Company's delivery of said notice, this Agreement shall be deemed terminated. Upon receipt of such notice, the City will cease incurring expenditures under this Agreement as soon as reasonably possible. The City shall pay to the Company, within 60 days after the Company delivers notice of its termination under this Section, all Preliminary Funds remaining after the City's payment of any Disbursement Requests submitted pursuant to this Agreement for work performed through the date of termination.

6. **City's Right of Termination.** The City may terminate this Agreement upon giving the Company 10 days' written notice if (a) a redevelopment agreement is not executed by August 31, 2021 or (b) the balance from the initial Preliminary Funds or subsequent funds advanced hereunder falls below \$5,000 and the Company does not provide additional Preliminary Funds to the City. Upon giving such notice under this Section, the City shall cease incurring expenditures under this Agreement. The City shall pay to the Company, within 60 days after the City delivers notice of its termination of this Agreement under this Section, all Preliminary Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed by the City or its consultants, as specified in Section 1 hereof, through the date of termination.

7. **Excess Preliminary Funds.** If the City does not expend all the Preliminary Funds as provided herein, the City shall immediately return the remainder to the Company.

8. **No Third-Party Beneficiaries.** This Agreement constitutes a contract solely between the City and the Company. No third party has any beneficial interest in or derived from this Agreement.

9. **Notices.** All notices and correspondence hereunder shall be in writing and shall be delivered by hand delivery, e-mail, or first-class mail, postage prepaid, to the parties as set forth below:

If to the City:

City of Boonville
401 Main Street
Boonville, Missouri 65233
Attention: Kate Fjell
kate.fjell@boonville-mo.org

If to the Company:

Troy Thurman Construction Co., Inc.
13668 Osage Valley
Boonville, MO 65233
Attention: Troy Thurman
[*insert email address*]

10. **Miscellaneous.**

a. **Severability.** If any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

b. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

c. Representations and Warranties. The Company and the City each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party's governing documents, charter or ordinances, as the case may be, (ii) no consents are necessary for the execution, delivery, and performance of this Agreement by such party, and (iii) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

d. Assignment. This Agreement may not be assigned by either party without the written consent of the other.

e. Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the City's obligation with respect to repayment of unexpended Preliminary Funds and copies of Disbursement Requests shall survive expiration, termination or breach of this Agreement by either party.

f. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

11. Limitation of Liability. Notwithstanding any provision hereof to the contrary, the City and its officials, agents, employees and representatives shall not be liable to the Company for damages or otherwise if this Agreement, any prospective adoption of a redevelopment agreement, tax abatement or other incentive program is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Company is prevented from enjoying the rights and privileges contemplated hereunder.

[Remainder of Page Intentionally Left Blank.]

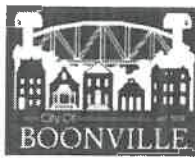
IN WITNESS WHEREOF, the parties hereto have caused this Preliminary Funding Agreement to be duly executed as of the date first above written.

CITY OF BOONVILLE, MISSOURI

By: _____
Mayor

**TROY THURMAN CONSTRUCTION CO.,
INC.**

By: _____
President



APPLICATION FOR TAX INCREMENT FINANCING ("TIF")

APPLICANT: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

PROJECT NAME: _____

Application Format:

On a separate sheet of paper please answer the following questions. Please type each question prior to the applicable response.

- 1) In no more than three pages provide relevant information on the Applicant's background and development experience. Include resumes of key individuals assigned to the project.
- 2) Identify the Applicant's consultants involved or proposed to be involved in the project noting relevant experience on similar projects (i.e., civil engineer, land use planner, Applicant's legal counsel, Applicant's financial advisor).
- 3) Describe the proposed project, including the size and scope and phasing of the proposed project. Specifically outline residential development, if any, to be included in the project.
- 4) Identify the property which is currently in the control of the Applicant via ownership or option. If under option note the option expiration date.
- 5) Is the property currently zoned for the proposed use? If not, what zoning change will be required?
- 6) Will the proposed project result in the relocation of residential, commercial or industrial facilities? If so, discuss the nature of any anticipated relocations.



- 7) State the need and justification for TIF assistance, Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.
- 8). Discuss the condition(s) that would qualify the proposed TIF District as a "blighted area" or "conservation area," as defined under Mo. Rev. Stat. 99.805.
- 9). Identify sources, amounts, and status of all debt financing and/or equity funding available to complete the project. Does the applicant anticipate the debt to be privately financed by the construction lender or developer or publicly sold? Please prepare information in the following table format.
 - a. Private Equity
 - b. Bank Loan
 - c. Tax Increment Assistance
 - d. Other

Total:
- 10). Provide an outline of the costs associated with the development of the proposed project(s) and related parcel or parcels located within the TIF area. Identify in the outline those costs you would propose to fund with TIF financing and the proposed payback time frame. On a revenue worksheet estimate the incremental property taxes and economic activity taxes to be generated by the project.
- 11). In one page or less, discuss and document information used to describe the market feasibility of each element of the proposed project. If a formal feasibility or comparable studies have been prepared, attach such reports as an appendix to this application.
- 12) Provide an estimate of the market value of all fixtures and equipment to be used by all owners or tenants of the proposed project which will be taxed as personal property.



- 13) Identify any proposed tenants of the project. Have leases been negotiated or signed? What type of lease is contemplated?
- 14) Who will own the developed property?
- 15) Briefly describe the "economic and quality of life" benefits of the proposed project to the City.
- 16) Attach a letter from a financial institution indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Each Applicant shall submit a fee of \$10,000 with each proposal (**"Application Fee"**). The Application Fee will be used by the City to pay the costs incurred by the City in the review and evaluation of the application. Pursuant to a formal Request for Proposals (RFP) process, if multiple proposals are received and only one chosen, those Applicants not chosen shall have the fee returned. At the option of the City and in addition to the Application Fee, an Applicant will be required to enter into a funding agreement with the City with respect to the proposal covering the expenses of the City relating to review and consideration of the proposal, including expenses incurred by the City to engage consultants and special counsel.



HOUSING AUTHORITY of the City of Boonville

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



MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON November 11, 2020

On the 11th Day of November 2020, at 12:00 P.M. the Housing Authority Commissioners
met for a regular meeting at 506 Powell Court, Boonville, MO 65233

Present: Chairperson, Marilyn Adkins (Tele) Commissioner, Charles Green (Tele)
Commissioner, Elder Wayne Jones Secretary, Robert Rorah
Guests: Stacey Pagliaro (Tele), Sarah Hill Absent: Morris Carter, Katelyn Huckabey,
Betty St. John

1. Roll: Chairperson, Marilyn Adkins asked if there is any pertinent information to discuss before the agenda is placed on the table. Hearing none and there being a quorum, Marilyn Adkins called the meeting to order.

2. Meeting Minutes: Consideration was given, and discussion held on minutes of the October 14, 2020 Regular Board Meeting. Charles Green made motion to approve the minutes. The motion was seconded by Wayne Jones. The motion passed.

3. Bills and Communications: Discussion was held, and consideration was given on the following. The UMB Bank Balance for November 11, 2020 was \$57,678.77. Bills Paid in October 2020 were reviewed. The Bank Reconciliation Statement, Operating Budget, Trial Balance, Board Summary Report from August 2020 were discussed and reviewed.

4. Report of the Secretary: Consideration was given, and discussion was held on the following. PIC Report for October 31, 2020 was at 100%. The Project Performance Reports for October 31, 2020 were also distributed and discussed. Tenant Occupancy was at 100%.

5. Unfinished Business: Discussion was held, and consideration was given on the FYE June 30, 2020 Un-audited Financial Data submission to HUD on October 22, 2020. Verification and copies have been submitted to the auditor and we are awaiting our onsite audit to be scheduled for some time in January, 2021.

6. New Business: Discussion was held, and consideration was given on the FYE 6-30-2020 PILOT – (Payment in Lieu of Taxes). All Commissioners agreed PILOT payment checks are on target to be distributed in November 2020 before Thanksgiving.

7. Miscellaneous: Marilyn Adkins made motion to cancel the December 9, 2020 Regular Board meeting until further notice due to Holiday Season and COVID-19. The next regular scheduled Board meeting would take place on January 13, 2021. Charles Green second the motion. The motion passed.

8. Adjournment Marilyn Adkins made motion to adjourn, Charles Green second.

CHAIRPERSON: _____ Date _____

SECRETARY: _____ Date _____

**CITY OF BOONVILLE
STREET, ALLEY & SANITATION BOARD
CANCELLATION
November 25, 2020
6:30 p.m.
City Services Building
1200 Locust Street
Boonville, Missouri**

The **Wednesday, November 25, 2020** meeting of the **STREET, ALLEY AND SANITATION BOARD** has been cancelled due to the Thanksgiving holiday. The next regularly scheduled meeting is **December 30, 2020**.

**Date Posted: November 20, 2020
Time Posted: 9:30 a.m.**

**CITY OF BOONVILLE
BOARD of PUBLIC WORKS
CANCELLATION
November 26, 2020
5:30 p.m.
City Services Building
1200 Locust Street
Boonville, Missouri**

The **Thursday, November 26, 2020** meeting of the **BOARD of PUBLIC WORKS** has been cancelled due to lack of agenda items. The next regularly scheduled meeting is **December 31, 2020**.

CITY OF BOONVILLE
Tourism Commission
CANCELLATION

November 17, 2020

12:00 p.m.

Visitor Center

100 E. Spring Street

Boonville, Missouri

The Tuesday, November 17th, 2020 meeting of the Tourism Commission has been cancelled for lack of quorum or lack of agenda items. The next meeting will be on Tuesday, December 15, 2020.



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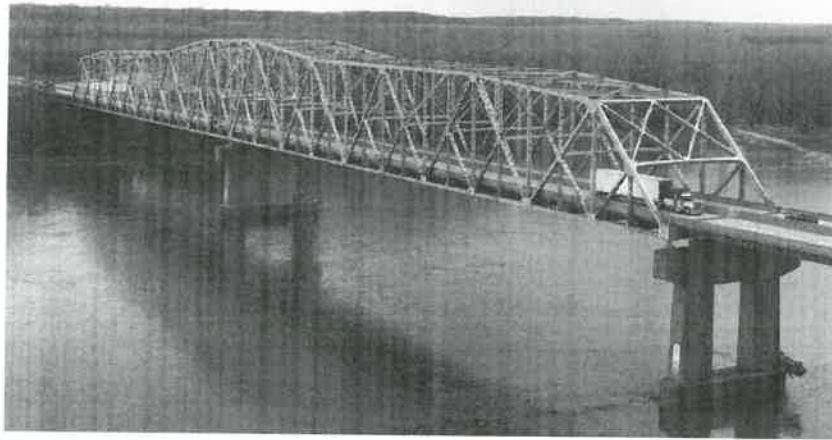
COLUMBIA DAILY
TRIBUNE

One more year — I-70 bridge replacement at Rocheport to start fall 2021

Charles Dunlap, Columbia Daily Tribune 3 days ago



A construction start date is nearing for the approximately \$240 million replacement of the Interstate 70 bridge at Rocheport over the Missouri River.



Shrubshell Traffic flows across the 60-year-old Missouri River Bridge on Interstate 70 near Rocheport.

It's still at least a year away, though.



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Most of the work, so far, has focused on planning the replacement of the 60-year-old bridge, which will be a design-build project. In other words, whoever is awarded approval of the bridge design will build it.

If MoDOT were to only rehabilitate the aging infrastructure, it would have another 10 years of life, at most. By building a new bridge, the department hopes for at least a century of use, project manager Brandi Baldwin wrote in an email.

"Design-build is a two-phase process. The first phase begins in late January where we will release our request for qualifications," she wrote.

The department will receive statements of qualifications from contractor and consultant teams. MoDOT then will short-list between two to five of those teams.

"Then the second phase begins where we will release our request for proposals," Baldwin wrote, adding the request will be released in March.

Teams will refine their proposals and meet one-on-one with MoDOT leaders in the runup to the submission deadline in June. The Missouri Highways and Transportation Commission will select a winning design and firm in July.



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Construction costs

While rehabilitation is cheaper, by about \$220 million, it still would have resulted in significant economic impacts that are avoided by building a new bridge adjacent to the old one.

"(The economic impacts) are being avoided by building a new crossing offline, minimizing impacts to traffic," Baldwin wrote.

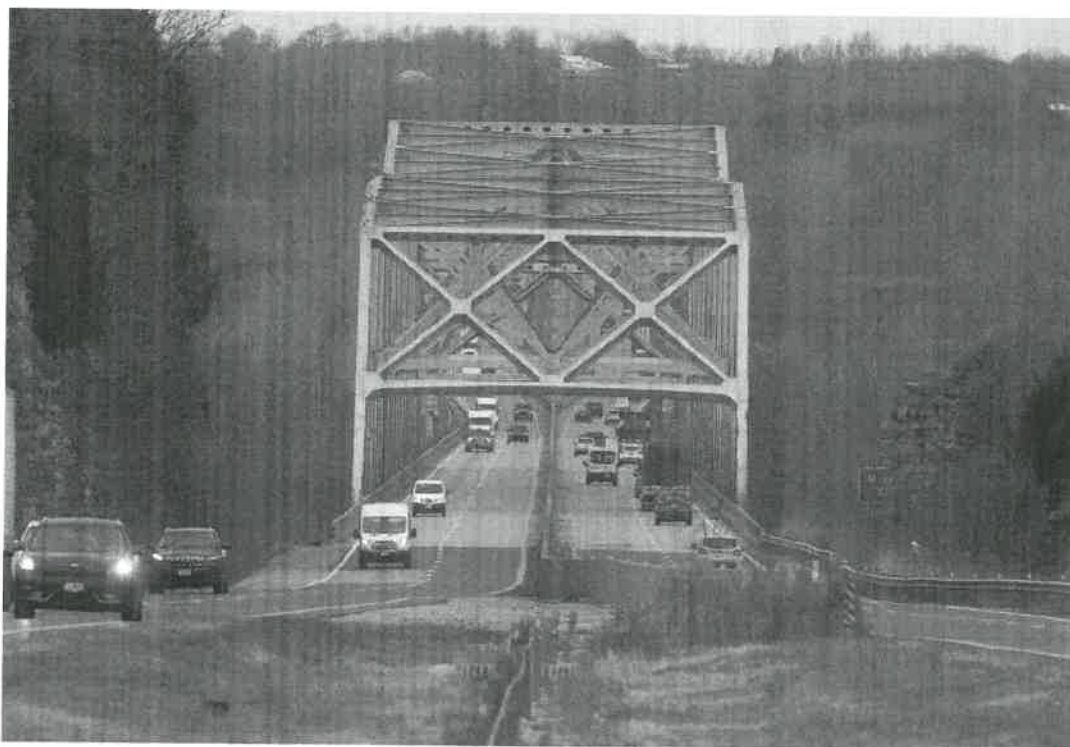
The project includes not only the I-70 bridge replacement, but also climbing lanes at Mineola Hill in Montgomery County, encompassing about 50 miles.

The climbing lanes were constructed this year and officially opened Nov. 6. An \$81.2 million Infrastructure for Rebuilding America, or INFRA, grant is helping pay for the bridge replacement and did help with the climbing hill construction.

Boone and Cooper counties and the municipalities of Boonville and Columbia have committed a total of \$4.2 million to the project. Bridge rehab would have cost \$23.2 million, so that money was reallocated for the new bridge project. There also is a \$101.1 million cost share between the state and the INFRA bank.

The grant also triggered \$301 million in bonds to be paid back from the state's general revenue, according to MoDOT information. It also will help repair or replace 215 high-priority bridges across the state.

The Missouri General Assembly appropriated \$50 million from general revenue to jump-start Gov. Mike Parson's Focus on Bridges program.



© Don Shrubshell/Tribune Traffic flows across the 60-year-old Missouri River Bridge on Interstate 70 near Rocheport.

Forty-five bridges will be repaired or replaced. Projects started in September. The grant also frees \$351 million in the state's current Statewide Transportation Improvement Program for new priority projects.

"Every construction project MoDOT delivers is included in the Statewide Transportation Improvement Program," Baldwin wrote. "The STIP, prepared annually, sets forth the specific construction projects MoDOT will undertake in the next five years."

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The department provided some early release information in June for the bridge project to consultants and contractors, according to the project timeline. Before that, though, the department had to update environmental and geological surveys.

Environmental impacts

The update to the environmental impact study was started in December and finished by May. The geological survey was done in March. The re-evaluation report is highly detailed at nearly 200 pages long.

"The re-evaluation was of the entire Segment of Independent Utility No. 3 that includes the entire stretch of I-70 through Cooper and Boone Counties," Baldwin wrote. "The re-evaluation took a more detailed look at the project area for the Rocheport Bridge replacement."

The process to make improvements to I-70 started 21 years ago, according to the re-evaluation document. The Independent Utility No. 3 segment of I-70 runs from Route BB in Boone County to Route 5 in Cooper County, which includes the Rocheport bridge.

The new bridge will be constructed either north or south of the current bridge. The re-evaluation looked at the service conditions of the bridge and the new bridge has to be ready for traffic volume needs and needs to be safer.

The Rocheport bridge from 1995 to 2018 had around 2,800 crashes, with 46 fatalities and 1,443 injuries, according to the re-evaluation report. A Boonville woman in February was thrown to the river's embankment from the ice-slicked bridge after an early morning crash.

The study also looked at the impact of the land around the bridge and its potential new location. Construction will affect land use, including farm land rights-of-way. The study also had to look at the impact of surrounding wetlands, streams, floodplains and any possible endangered species that live or migrate in the area.

The geological studies looked for soil composition and sound rock, Baldwin wrote.

"This information is used the design of the foundations so we will share this information with the perspective (project) proposers," she wrote.

This article originally appeared on Columbia Daily Tribune: One more year — I-70 bridge replacement at Rocheport to start fall 2021

FREE COVID-19 TESTING

Register at health.mo.gov/communitytest or 877-435-8411



COOPER COUNTY

Cooper County Fairgrounds
16899 Dunkles Drive, Boonville

DECEMBER 9, 2020

12 p.m. – 6 p.m.

