# CITY OF BOONVILLE
# COUNCIL MEETING
# AGENDA
# April 1, 2019
# 7:00 p.m.

**City Council Chambers**
**525 E. Spring Street**
**Boonville, Missouri**

**I. Call to Order – Pledge and Prayer (Susan Meadows)**

**II. Roll Call**

**III. Hearing of Citizens' Comments**

**IV. Approval of the Minutes of the March 18, 2019 Council Meeting**

**V. Consent Items**

**a. None.**

**VI. Presentation of Accounts and Claims**

**VII. Unfinished Business**

A) Second Reading of Bill No. 2019-009 Amending the Schedule of Administrative Fees
B) Second Reading of Bill No. 2019-010 Amending Ordinances to Set Forth Policy Prohibiting Conflicts of Interest

**VIII. New Business**

A) Discussion and Action of Interim Agreement with Doug Abele.
B) First Reading of Bill No. 2019-012 Authorizing Executing of State Grant for Airport Improvements

**IX. Reports of Standing Committees**

A) Housing Authority – March 13, 2019 (Morris Carter)
B) Fire Board – March 20, 2019 (Brent Bozarth)
C) Street, Alley, and Sanitation Board – March 27, 2019 (Michael Stock)

**X. Reports of City Officials**

City Administrator

Mayor

- Committee Appointments

City Counselor

City Clerk

**XI. Miscellaneous**

**XII. Adjourn**

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

***DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL***

City of Boonville
City Council Meeting Minutes
March 18, 2019

The Boonville City Council met in Regular Session on March 18, 2019 at 7:00 p.m. in the Council Chambers. The following officers were present: Ned Beach, Mayor; Irl Tessendorf, City Administrator; and Teresa Studley, City Clerk. Doug Abele, Interim City Counselor, was absent.

**NOTICE POSTED: Thursday, March 14, 2019 at 12:46 p.m.**

**CALL TO ORDER – PLEDGE AND PRAYER**

The meeting was called to order and Mr. Steve Young led the prayer after the pledge of allegiance.

**ROLL CALL**

The following Council Representatives were present: Steve Young, Susan Meadows, Brent Bozarth, Henry Hurt, Morris Carter, Whitney Venable, and Michael Stock. Council Representative Vanessa Dorman was absent.

**HEARING OF CITIZENS' COMMENTS**

- Christy Linhart, Cooper County Assessor

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Ms. Dorman entered the meeting at 7:02 p.m.

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Christy Linhart, Cooper County Assessor, informed the Council that she will be conducting a property reassessment for all the houses and lots in Cooper County. Ms. Linhart explained that the reassessment is necessary because it will equalize the assessment values across the county and adjust the assessment values to current market. The last assessment was performed prior to the year 2008. Ms. Linhart stated that the reassessment process is required every odd year. When the reassessments are not completed, the values become unfair and inequitable across the county. Therefore, political subdivisions lose money. Ms. Linhart stated that appraised values cannot be calculated to current market. Ms. Linhart stated that the State Tax Commission can withhold funding to the Assessor's Office, which has occurred. The State Tax Commission has withheld $7,000 to $10,000. That will remain held until Ms. Linhart proves to the commission that a reassessment is being conducted. Ms. Linhart explained that the State Tax Commission is given the responsibility of ensuring the uniform and equitable assessment of all taxable tangible property in the state. The Commission measures the accuracy of assessments in each county and works with assessors to promote an accurate and fair assessment program. Ms. Linhart stated that the Commission is responsible for making sure that

county assessors are following market value. The State Commission mandates that the market value is between 90-110%. Currently, Cooper County's market value is set at 79%. Ms. Linhart explained that she is going to try to bring that number up to the lower 90% range to accommodate the State Commission requirements. Ms. Linhart explained which buildings/lots will be addressed in 2019 and 2021. Ms. Linhart explained that for the reassessment, they will use the "Honeycutt Appraisal System". Ms. Linhart stated that an impact notice will be sent to everyone beginning the first week of June. These notices need to be read by the homeowner right away to determine if they agree with the Assessor's assessment value. Ms. Linhart instructed that if there is a problem, to call her office right away to discuss the assessment value. Ms. Linhart explained that she has a 3-week window that she can make modifications to the newly assessed property value. Ms. Linhart explained the entire appeal process if someone does not agree with their new assessment. Ms. Linhart explained that senior citizens and individuals who are 100% disabled can receive their tax back through a tax credit with the State of Missouri. Ms. Linhart invited field technician, Mr. Frank Eastman, to explain to the Council his roll in the reassessment process. Mr. Eastman stated that he has worked for the County for three years. Mr. Eastman stated that he gathers data from buildings/lots and inputs that data in the automated appraisal system. Mr. Eastman explained, in further detail, what the "Honeycutt Appraisal System" is and how it calculates assessment values. Mr. Eastman explained to the Council the flaws of the current assessment values of homes right now. Mr. Eastman stated that if anyone has built a home, or recently bought or sold a home, please share that data with the Assessors office. This information will be beneficial for the total reassessment process in general to ensure an accurate assessment within the County and City.

## APPROVAL OF THE MINUTES OF THE MARCH 4, 2019 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. Bozarth seconded the motion for approval. Roll call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

Mr. Bozarth requested from Mayor Beach that he say something before Unfinished Business was addressed. Mayor Beach granted his request. Mr. Bozarth stated he was aware that the increase in water, sewer, and sanitation rates will be voted on, but there was an article from March 15, 2019 in the Boonville Daily News that he wanted to share regarding those ordinances. Mr. Bozarth stated that he takes exception to the headline of the article. The headline stated, "Another Year, Another Rate Increase for Boonville Services". The article then goes on to try to explain the headline. Mr. Bozarth stated that a much better headline would have

been more appropriate, such as, "The City Works Hard to Keep Down Service Costs". The article points out increases on different items that everyone is aware of. Mr. Bozarth stated that the City of Boonville tries very hard to keep the costs down for the customers. Mr. Bozarth explained that if a household uses an average of 4000 gallons of water per month, the average bill will go up $2.31 per month. Mr. Bozarth reiterated that the City does a lot of hard work on keeping costs down. Mr. Bozarth stated that with a headline like that on the Boonville Daily news, he does not appreciate it.

## UNFINISHED BUSINESS

### *SECOND READING OF BILL NO. 2019-005 AMENDING SOLID WASTE COLLECTION FEES*

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Mr. Venable seconded the motion for approval. Roll call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

### *SECOND READING OF BILL NO. 2019-006 CHANGING RATES TO BE PAID FOR WATER AND WATER SERVICES*

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Ms. Meadows seconded the motion for approval. Roll call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

### *SECOND READING OF BILL NO. 2019-007 CHANGING RATES TO BE PAID FOR WASTEWATER SERVICES*

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Mr. Bozarth seconded the motion for approval. Roll call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

### *SECOND READING OF BILL NO. 2019-008 APPROVING THE BUDGET FOR FISCAL YEAR 2019-2020*

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Mr. Venable seconded the motion for approval. Mr. Carter commended Mr. Tessendorf and the department heads for all their hard work to keep budget costs down as best they could. Roll call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

## NEW BUSINESS

### *FIRST READING OF BILL NO. 2019-009 AMENDING THE SCHEDULE OF ADMINISTRATIVE FEES*

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

### *FIRST READING OF BILL NO. 2019-010 AMENDING ORDINANCES TO SET FORTH POLICY PROHIBITING CONFLICTS OF INTEREST*

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

### *FIRST AND SECOND READING OF BILL NO. 2019-011 AMENDING THE BUDGET FOR FY 2018-2019*

Ms. Studley read the ordinance, in its entirety, and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Ms. Meadows seconded the motion for approval. Mr. Carter pointed out that the budget amendment is for the newly purchased fire truck and for the new animal shelter. These were two projects that the citizens have wanted for many years. Mayor Beach clarified that this amendment is for things that have already occurred in this fiscal year's budget, making it accurate moving forward. With no further comments, roll call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

## REPORTS OF STANDING COMMITTEES

### *INDUSTRIAL DEVELOPMENT AUTHORITY – JANUARY 23, 2019, FEBRUARY 28, 2019, MARCH 7, 2019*

Mr. Young reported that the board has been working to reorganize economic development, while working with county officials to put that together.

### *MUNICIPAL FACILITIES AUTHORITY – JANUARY 23, 2019, FEBRUARY 28, 2019, MARCH 7, 2019*

Mr. Young reported that the MFA is looking to dissolve the MFA, as they are looking to put a new group together with Cooper County for economic development.

### *AIRPORT ADVISORY BOARD – MARCH 11, 2019*

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

### *HISTORIC PRESERVATION ADVISORY COMMISSION – MARCH 11, 2019*

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

*PLANNING AND ZONING COMMISSION – MARCH 12, 2019*

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

## REPORTS OF CITY OFFICIALS

### *CITY ADMINISTRATOR*

No report was offered.

### *MAYOR*

Mayor Beach directed the Council to page 24 of the Council Packet regarding the CMMG Annual Review. Mayor Beach stated that the report is informing us how well CMMG is doing.

Mayor Beach advised that he has an appointment for the Local Agency Funding Committee, Ms. Tawny Brown. Mr. Carter stated that she represents the city and he feels that she will be a great asset to the committee. Mr. Carter moved, and Mr. Stock seconded the motion to accept the Mayor's committee appointment. Mr. Carter stated that Ms. Brown will be replacing Ms. Nancy Whalen, who recently got married and moved to a different location. With no further discussion, roll call was taken. Ayes: Young, Meadows, Bozarth, Hurt, Carter, Venable, Dorman, and Stock. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

### *CITY CLERK*

No report was offered.

## MISCELLANEOUS

Mr. Carter requested that Ms. Fjell update the Council on the new charging stations that are being put in at Wal-Mart. Mr. Carter stated that it has been a year since the city was told that they would be installed. Ms. Fjell stated that these charging stations are being put in by Wal-Mart. Ms. Fjell stated that Ameren UE was going to put in the other charging stations down at the depot and the tourism hub; which the city had installed conduit for the charging stations when it would come to fruition. However, Ameren UE had a difficult time getting this project approved by the Public Service Commission. In the meantime, Wal-Mart had decided to put in their own charging stations, which was approved by the Building Inspector approximately six to eight months ago. Ms. Fjell stated that, finally, Ameren UE's plans for the charging station have been approved the Public Service Commission. Ms. Fjell informed Ameren UE that the City of Boonville is still interested in installing them.

## ADJOURN

With no further discussion, Mr. Young moved, and Mr. Stock seconded the motion to adjourn at 7:32 p.m. and the voice vote was unanimous.

Respectfully Submitted,

_____
Teresa Studley, City Clerk

Approved:

_____
Ned Beach, 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 April 1, 2019 the sum of **$359,144.89**

| | |
|---|---|
| General Fund | $146,472.26 |
| Sanitation | $30,837.28 |
| CIP Tax | $19,094.00 |
| Water Works | $77,726.70 |
| Capital Projects | $1,500.00 |
| Waste Water | $55,627.98 |
| Tourism | $6,330.47 |
| Gaming | $15,046.35 |
| Parks/Water | $6,509.85 |

**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 **$359,144.89** 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 April 1, 2019 read for the second time this 1st of April, 2019 since a copy was made available prior to the meeting.

Approved April 1, 2019 _____
Mayor

Endorsed April 1, 2019: I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

_____
Accountant


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122 11th Street | Boonville, MO 65233

660-882-7447 | Fax 660-882-5585

City Of BOONVILLE est 1809
PARKS & RECREATION

Date: March 25, 2019
To: Mayor and City Council
From: Parks and Recreation Advisory Board
RE: Proposed Admission Fees

Mayor and Council Members:

The Parks and Recreation Advisory Board met on Tuesday, March 19 and discussed the proposed raise in admission fees for 2019 and 2020. We encourage the Council to rethink the proposed increases for several reasons and we would like to offer an alternative rate schedule for your consideration.

First, staff have reviewed the pool admission costs at neighboring pools and similar aquatic centers throughout the state and found that our pool fees already are appropriate in comparison. Particularly, since the pool is now several years old, and we have not added new amenities to make the pool fresh and new.

Second, we believe the pool is an important recreational amenity for the citizens of Boonville. For some citizens this may be their primary source of entertainment and fun and we are afraid that the proposed raises on daily admissions and season passes will limit access to Boonville citizens.

Finally, our citizens continue to support the pool through shopping locally and the property taxes they annually pay. Therefore, we would urge you to consider minimizing increases on the Boonville residents who support the pool all year and consider adopting a resident and non -resident rate. This tiered rating system exists in other communities and pools that are operated by private entities (i.e. YMCAs) and could be implemented in Boonville.

The Parks and Recreation Advisory Board would encourage the Council to consider the following fee schedule for 2019 and 2020:

| Day Passes | Current Rate | Resident | Non-Resident |
|---|---|---|---|
| Adults | $4.25 | $4.50 | $4.75 (2019)/ $5.00(2020) |
| Children | $3.25 | $3.50 | $3.75 (2019)/ $4.00 (2020) |

| Twilight | Current Rate | Resident | Non-Resident |
|---|---|---|---|
| Adults | $3.25 | $3.50 | $3.50 |
| Children | $2.25 | $2.50 | $2.50 |

| Season Pass | Current Rate | Resident | Non-Resident |
|---|---|---|---|
| Individual | $125.00 | $125.00 | $140.00 |
| Family (up to 5) | $200.00 +20 | $200+20 | $230 +$25 (2019)/$250+$25 (2020) |

| Punch Cards | Current Rate | Resident | Non-Resident |
|---|---|---|---|
| Adults | $38.00 | $40.00 | $40.00 |
| Children | $29.00 | $30.00 | $30.00 |

| Day Care -Commercial Pass | Current Rate | Proposed Rate (for all commercial passes) |
|---|---|---|
| Large | $250.00 | $260.00 |
| Medium | $225.00 | $235.00 |
| Small | $200.00 | $210.00 |

| Pool Parties | Current Rate | Resident | Non-Resident |
|---|---|---|---|
| Whole Pool | $275.00 | $300.00 | $325.00 |
| Shade Structure (+ admission) | $50.00 | $50.00 | $50.00 |

## Aquatic Center Admittance

| | |
|---|---|
| Day Passes | Adult 12 and up - $4.75 (2019)<br>-$5.00 (2020)<br>Children 3 to 11 - $3.75 (2019)<br>-$4.00 (2020)<br>Children 2 and under free w/paid admission |
| Twilight Passes (after 5:00 p.m.) | Adults 12 and up - $3.50<br>Children 3 to 11 - $2.50<br>Children 2 and under free w/ paid admission |
| Individual Season Pass | $140.00 (2019)<br>$150.00 (2020) |
| Family Season Pass | $230.00 (2019) -- (up to 5 members + $25.00 per add'l member)<br>$250.00 (2020) -- (up to 5 members + $25.00 per add'l member) |
| Punch Card (10 swims) | Adult - $40.00<br>Child - $30.00 |
| Commercial Pass | Large - $260.00<br>Medium - $235.00<br>Small - $210.00 |
| Pool Parties | Whole pool $325.00<br>Shade Structure $ 50.00 plus paid admission |
| Swim Lessons | Children and Adults - $25.00 |

## Animal Control Fees

Impound Fees (for Running at Large):

| | |
|---|---|
| First Occasion – spayed/neutered | $35.00 |
| First Occasion – intact (not spayed/neutered) | $45.00 |
| Second Occasion – spayed/neutered | $45.00 |
| Second Occasion – intact | $55.00 |
| Three or more Occasions | Mandatory Referral to the Prosecutor |
| Daily Board Fee | $15.00 per day |

**Interim Agreement for Legal Counsel**
**Abele Law Office and City of Boonville**

The City intends to utilize your contracted legal services for the City of Boonville's routine work. Due to the changing structure of legal services the City is now utilizing, the City desires to continue an interim agreement for legal counsel with Abele Law Office. This agreement will be in effect until March 31, 2020.

Therefor this agreement will function as an interim agreement between Abele Law Office and the City of Boonville. It is agreed the City will compensate the Abele Law Office at an hourly rate of $170.

The scope of services will be general legal counsel such as, advice and guidance to City staff and officials, advise on regulatory matters, periodic attendance at Council meetings, advice and review on planning and zoning matters and other such services.

The City will provide you with a City of Boonville email address, office and phone. Additionally, the City will pay for your attendance at relevant Missouri Municipal League trainings for municipal attorneys.

You will provide the City a monthly invoice for the houses worked. It is anticipated that you will provide 2-4 hours per week of scheduled office hours in City Hall and be available for City Council meetings as needed.

| | |
|---|---|
| Ned Beach, Mayor | Doug Abele, Abele Law Office |
| Date | Date |


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**BILL NO. 2019-012** **ORDINANCE NO. _____**

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

**WHEREAS,** the City of Boonville has applied to the MHTC for a grant of funds under §305.230 RSMo; and

**WHEREAS,** the MHTC has agreed to award funds available under §305.230 RSMo to the City of Boonville with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the City of Boonville's grant application/request dated September 6, 2017 and specifically described as follows: Design and Construct Runway 18/36, North Connecting Taxiway and North Turnaround Reconstruction, and Runway Lighting Replacement.

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

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

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

**FIRST READING: April 1, 2019**

**READ FOR THE SECOND TIME AND PASSED THIS 9th DAY OF APRIL, 2019, AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.**

_____
PRESIDENT OF THE COUNCIL

**APPROVED THIS 9TH DAY OF APRIL 2019**

_____
NED BEACH, MAYOR

**ATTEST:**

_____
TERESA STUDLEY, CITY CLERK

CCO Form: MO01
Approved: 02/94 (MLH)
Revised: 05/17 (MWH)
Modified: 03/19 (MWH)

Sponsor: City of Boonville
Project No.: AIR 176-039A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**
**AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Boonville (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated September 6, 2017, and specifically described as follows:

Design and Construct Runway 18/36, North Connecting Taxiway and North Turnaround Reconstruction, and Runway Lighting Replacement;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Twenty-Three Thousand Nine Hundred Thirty-Nine Dollars ($23,939) which represents a portion of the match required for Sponsor's State Block Grant for Project 17-039A-1; provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program. In the event, the Sponsor fails to comply with its obligations under this Agreement as determined by the Commission; the Sponsor shall refund the amount of the grant to the Commission.

(3) PROJECT TIME PERIOD: The project shall be from the date of execution of this Agreement by the Commission to January 1, 2020. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(4) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(5) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for twenty years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

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

(7) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (7)(B) of this Agreement.

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

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this

grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(8) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(9) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(10) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

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

(12) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

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

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

(15) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

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

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

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

(19) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance,

Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(20) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

(22) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

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

(24) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(26) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(27) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the

Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(28) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

(29) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required on the airport will conform to Federal Aviation Administration (hereinafter, "FAA") regulations or specifications that may apply. The Sponsor shall issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required.

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

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

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

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

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(33) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder

prior to the Sponsor awarding the construction contract.

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

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

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

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

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

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a Weekly Construction Progress and Inspection Report (available on MoDOT's aviation section website), completed by the resident project representative. A weekly summary of tests completed shall be included.

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

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

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

substantiate the proposed costs.

(38) RECORD DRAWINGS: The Sponsor shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission upon project completion. In addition, the Sponsor shall provide six updated Airport Layout Drawings (ALD's) showing as-built conditions, if required. The Commission will forward updated ALDs to the FAA central region office.

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

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

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

(42) STATE WAGE LAWS: The Sponsor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to executive this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Sponsor shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

*[Remainder of Page Intentionally Left Blank]*

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

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

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title:

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF BOONVILLE

By: _____

Title:

ATTEST:

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Ordinance No. _____
(if applicable)

**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 MARCH 13, 2019

**On the 13TH March 2019 at 12:00 P.M. the Housing Authority Commissioners met for a regular meeting at 506 Powell Court, Boonville, MO 65233**

**1. Roll Call**: A roll call of the following members were present;
City Council Rep. Morris Carter Chairperson, John Linville Vice Chair, Marilyn Adkins
Commissioner, Albert Turner Commissioner, Laura Holman Secretary, Robert Rorah
Guest: Scotty Purvis Absent: Charles Green

There being a quorum present Chairperson, John Linville called the meeting to order and asked if there is any pertinent information to discuss before the agenda is placed on the table, hearing none:

**2. Meeting Minutes:** Consideration was given, and discussion held on minutes of the February 13, 2019 Regular Board Meeting. John Linville made motion to approve the minutes. The motion was seconded by Albert Turner. The motion passed.

**3. Bills and Communications:** The UMB Bank Balance for March 13, 2019 was $35,793.73. Consideration was given, and discussion held on Bills Paid in February, 2019. The Board Summary Reports and Bank Reconciliation Statement from January 31, 2019 along with the corresponding Operating Budget and Trial Balance were discussed and reviewed.

**4. Report of the Secretary:** PIC Report for February 28, 2019 was at 100%. The Project Performance Reports for February 2019 were also distributed and discussed, Tenant Occupancy was at 100%.

**5. Unfinished Business:** Discussion was held, and consideration was given on the following;
a. (RAB) Resident Advisory Board meeting and Public Hearing scheduled for April 2, 2019. b. Public Housing Authority (PHA) Plan is in process and will be presented at the scheduled Board Meeting on April 11, 2019.

6. **New Business:** Discussion was held, and consideration given on the (REAC) Real Estate Assessment Center's new inspection schedule. As a result, there will be an additional (UPCS) Uniform Physical Conditions Standards inspection each year.

**7. Miscellaneous:** Albert Turner recommended contacting Sudden Link about an uncleared payment for internet service in the amount of 96.59 from September 6, 2018 and find out why they have not deposited the check.

**8. Adjournment** John Linville made motion to adjourn the meeting, Marilyn Adkins second. Meeting adjourned.

CHAIRPERSON: _____ Date_____

SECRETARY: _____ Date_____

# CITY OF BOONVILLE
# BOONVILLE FIRE BOARD
## CANCELLATION
## March 20, 2019
## 6:30 p.m.

**Boonville Fire Station**
**500 Bingham Road**
**Boonville, Missouri**

The **Wednesday**, **March 20, 2019** meeting of the **Boonville Fire Board** has been cancelled for **lack of quorum**. It is rescheduled for **Wednesday, June 19, 2019.**


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# CITY OF BOONVILLE
# STREET, ALLEY and SANITATION BOARD
## CANCELLATION
## March 27, 2019
## 6:30 p.m.

**City Services Building**
**1200 Locust Street**
**Boonville, Missouri**

The **Wednesday, March 27, 2019** meeting of the **STREET, ALLEY and SANITATION BOARD** has been cancelled for **lack of agenda items**. The next regularly scheduled meeting is **WEDNESDAY, APRIL 24, 2019.**


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# VACANT COMMITTEE POSITIONS & COMMITTEE APPOINTMENTS

**Airport**
Vacant – 4

**Architectural Review Committee**
Vacant – 5

**Board of Adjustments**
Vacant – 2

**BOCA Board of Appeals**
Vacant-1

**Boonville Housing Authority**
Vacant – 1 (after June 2019)

**Cemetery Board**
Vacant – 1

**Fire Board**
Vacant – 3

**Local Agency Funding**
Becky Ehlers
Mike Poindexter
Albert Turner

**Parks and Recreation Board**
Vacant – 3

**Planning and Zoning Commission**
Vacant – 1

**Police Board**
Vacant – 3

**Street, Alley, & Sanitation Board**
Vacant – 3

**Tourism Committee**
Vacant – 3

**Transportation Development District Committee**
Vacant – 1