

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

November 4, 2019

7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

- I. Call to Order – Pledge and Prayer (Brent Bozarth)**
- II. Roll Call**
- III. Hearing of Citizens' Comments**
- IV. Approval of the Minutes of the October 21, 2019 and October 29, 2019 Council Meetings**
- V. Consent Items**
 - a. Consider Pay Request No. 2 from Vance Brothers, Inc. in the amount of \$38,702.09 for Asphalt Pavement Seals 2019
 - b. Consider Changer Order No. 1 from Vance Brothers, Inc. in the amount of <\$9,149.60> **CREDIT** for Asphalt Pavement Seals 2019
- VI. Presentation of Accounts and Claims**
- VII. Unfinished Business**
 - A) Second Reading of Bill No. 2019-031 Approving Final Site Plan for MOCO, LLC
- VIII. New Business**
 - A) First Reading of Bill No. 2019-032 Authorizing Mutual Aid Agreement with Cooper County Regarding Emergency Law Enforcement Services
- IX. Reports of Standing Committees**
 - A) Historic Preservation Board – October 17, 2019 (Susan Meadows)
 - B) Street, Alley, and Sanitation Board – October 30, 2019 (Michael Stock)
 - C) Board of Public Works – October 31, 2019 (Susan Meadows)
- X. Reports of City Officials**
 - City Administrator
 - Mayor
 - City Counselor
 - City Clerk

XI. Miscellaneous

XII. Closed Session RSMO 610-021

- **(1) Legal**

XIII. 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.

**CITY OF BOONVILLE
COUNCIL MEETING
PACKET**

November 4, 2019

7:00 p.m.

**City Council Chambers
525 E. Spring Street**

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

**City of Boonville
City Council Meeting Minutes
October 21, 2019**

The Boonville City Council met in Regular Session on October 21, 2019 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; Doug Abele, Interim City Counselor; and Randy Ayers, Sergeant at Arms. Teresa Studley, City Clerk, was absent.

NOTICE POSTED: Thursday, October 17, 2019 at 4:16 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE OCTOBER 7, 2019 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Fjell 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 Ms. Meadows seconded the motion for approval. Roll call was taken. Ayes: Young, Meadows, Hurt, Carter, Stock, and Dorman. Total (6). Opposed: None. Total (0). Absent: Bozarth and Venable. Total (2). Motion Carried.

UNFINISHED BUSINESS

None.

NEW BUSINESS

FIRST READING OF BILL NO. 2019-031 APPROVING FINAL SITE PLAN FOR MOCO, LLC.

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

REPORTS OF STANDING COMMITTEES

HOUSING AUTHORITY – OCTOBER 9, 2019

Mr. Carter reported they have active members and they are moving forward.

POLICE BOARD – OCTOBER 14, 2019

Mr. Hurt stated he was unable to attend. Mayor Beach inquired of Asst. Chief Randy Ayers if MOSWIN radio issue had been resolved. Asst. Chief Ayers stated that the police department was having extenders installed which should solve the problem.

PLANNING AND ZONING COMMISSION – OCTOBER 8, 2019,

Mayor Beach reported asked if there were any questions, no questions were offered.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

Mayor Beach directed the Council to Mr. Novy's resignation from Board of Public Works and Planning and Zoning Commission.

CITY COUNSELOR

No report was offered

CITY CLERK

No report was offered.

MISCELLANEOUS

Ms. Meadows pointed out to staff that the bill numbers for the approval of the MOCO site plan did not match; the agenda had Bill No. 2019-031 and the Bill in the packet is numbered 2019-023. Mayor Beach stated it would get corrected for the next meeting.

CLOSED SESSION RSMO 610.021 (1) LEGAL

Mr. Carter moved, and Mr. Young seconded the motion for the Council to go into closed session pursuant to RSMO 610.021 (1) Legal. Roll Call was taken. Ayes: Young, Meadows, Hurt, Carter, Stock, and Dorman. Total (6). Opposed: None. Total (0). Absent: Bozarth and Venable. Total (2). Motion Carried.

ADJOURN

Upon returning to open session at 7:47, Mr. Carter moved, and Mr. Stock seconded the motion to adjourn at 7:47 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Kate Fjell, City Administrator

Approved:

Ned Beach, Mayor

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

**City of Boonville
Special Meeting
City Council Meeting Minutes
October 29, 2019**

The Boonville City Council met in Special Session on October 29, 2019 at 6:30 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; Doug Abele, Interim City Counselor; Teresa Studley, City Clerk; and Chief Bobby Welliver, Sergeant at Arms.

NOTICE POSTED: Thursday, October 25, 2019 at 2:40 p.m.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

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

Mr. Beach inquired of Mr. Carter if he wanted to make a motion. Mr. Carter responded that he did not need to make a motion because there was no one needing to make citizens comments.

NEW BUSINESS

CONSIDER RESOLUTION R2019-05 APPROVING AND AUTHORIZING AGREEMENT WITH THE COOPER COUNTY CLERK REGARDING COLLECTION OF TAXES.

Ms. Studley read the resolution in its entirety. Ms. Studley stated that the Cooperative Agreement, “Exhibit A”, that was included in the council packet has changed and a new “Exhibit A” has been set at the council seats for review. Mr. Carter moved, and Mr. Bozarth seconded the motion to approve the resolution. Ms. Fjell stated that the changes that were made is not a substantive change, but more of a clarity to be more specific as to what the city needed the county clerk to do.

Mayor Beach opened up the floor for questions and discussion. Mr. Venable questioned how it took so long for the lack of agreement to finally be discovered on October 9, 2019. Ms. Fjell stated that Cooper County Clerk, Sarah Herman, and her Deputy Clerk, Holly Brady, are present at the meeting to answer any questions. Ms. Fjell responded that Ms. Herman notified Ms. Fjell on October 9, 2019 of the lack of agreement. Ms. Herman informed Ms. Fjell that she had been working closely with the Missouri State Auditors to get the office in compliance with state statutes. The state auditors were reviewing documents for the collection of the taxes and it

was found that the City of Boonville did not have an agreement with the County Clerk, to extend City tax numbers to the County Collector for collection of City taxes. Mr. Venable questioned that when the agreement was terminated in November 2018, was the Collector agreement from November 2018 for the collection of the 2019 taxes. Ms. Fjell responded that the agreement in November 2018 was for the 2019 taxes to be collected. Mr. Venable asked Ms. Fjell if there was an agreement in place for the 2018 tax collection. Ms. Fjell responded that the agreement for the 2018 tax collection was under a previous county clerk. Mayor Beach stated that the work was completed by the County Clerk, for collection of 2018 taxes to occur. The Council requested that Ms. Herman come to the podium to answer some questions. Ms. Herman stated that the actual extension to the State Tax Commission and the Department of Revenue was not complete. Ms. Herman stated that she had to go back and complete some work that was not completed. Ms. Herman stated that she had to get authorization from a lawyer that she could proceed. Ms. Herman stated that she did not sign off on it. Ms. Herman stated that they wanted her to get the numbers there so she could prove what the Cooper County Collector collected and what the numbers should have been. Ms. Herman stated that that was exactly what she did.

The Council inquired how long the City of Boonville has been without an agreement. Ms. Herman responded that she does not know when it got terminated or ended. Mr. Venable questioned if the taxes were collected incorrectly. Ms. Herman stated that the taxes were not collected wrong, however she does not believe that there was an agreement for the extension to occur. Ms. Herman stated that she does not know how or who extended it. Ms. Herman stated that it was not fully extended because she had to finish the job. Mr. Venable inquired if it was wrong. Ms. Herman stated that she is unable to answer that question. Ms. Herman stated with what was collected, she was able to get the numbers to work.

Ms. Dorman recapped that back in the 1980's the City of Boonville collected our own taxes and then we chose to have the county take care of it. Ms. Dorman inquired if there was a contract at that time. Ms. Fjell stated that there may have been a contract, but city staff has been unable to find the agreement in our records. Ms. Studley stated that we have found a contract from 1991. Ms. Studley stated that prior to that, she has not been able to find anything. Ms. Dorman inquired if the contract from 1991 is active. Ms. Fjell stated that it was cancelled in 2018. Ms. Dorman inquired as to why it was cancelled. Ms. Fjell stated that she believes that there was a general feeling that with the agreement rolling over from 1991 to 2018, that it was time to review the agreement. Ms. Fjell stated that the agreement was cancelled but the City of Boonville only entered into an agreement with the Cooper County Collector, which was approved by Council in November 2018. Ms. Fjell stated that the 1991 agreement was a comprehensive agreement that included the Cooper County Commission, Cooper County Clerk, and the Cooper County Collector. Then in 2018 the agreement was cancelled. The Cooper County Commission either decided that they didn't want the money anymore or the City of Boonville did not offer it. Ms. Fjell stated that she was not a party to that conversation. Then the City of Boonville only entered into an agreement with the Cooper County Collector, and not the Cooper County Clerk. Ms. Fjell stated that they did not understand the process of the taxes going from Cooper County Assessor to Cooper County Clerk, then to the Cooper County Collector.

Mr. Stock inquired that if the Council passes the resolution, then what are the options if the Cooper County Commissioners do not approve it. Ms. Fjell responded that she is reviewing the City's options.

Mr. Venable questioned Mr. Abele if the City Council has his “stamp of approval” that this is the best option for the City of Boonville. Mr. Abele responded that at this point in time, it is the Council’s only option for the City of Boonville.

Ms. Meadows questioned that if the Council move forward with this plan, and hopefully that it all works out, when will be the next time that the Council will need to review this. Mayor Beach stated that the goal for this agreement before the Council is for the 2019 taxes; therefore, the Council needs to anticipate that there will be a discussion in the first quarter of 2020 to put together a comprehensive agreement for the 2020 and future taxes.

Mr. Carter confirmed with Ms. Herman that the Missouri State Auditors brought her attention to the fact that there needs to be an agreement with the City in order to extend the taxes. Ms. Herman responded that the Missouri State Auditors stated that there needs to be an agreement in place.

With no further questions, roll call was taken. Ayes: Meadows, Bozarth, Hurt, Carter, Venable, Stock, and Young. Total (7). Opposed: Dorman. Total (1). Absent: None. Total (0). Motion Carried.

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Venable seconded the motion to adjourn at 6:42 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Ned Beach, Mayor

APPLICATION AND CERTIFICATE FOR PAYMENT (PAY ESTIMATE)

Original _____ of 6
Page _____ of _____

PROJECT NO: 454-275

Asphalt Pavement Seals 2019

CONTRACTOR: Vance Brothers, Inc.

OWNER: City Of Boonville

APPLICATION NO: _____

2

APPLICATION DATE: _____

4-Nov-19

PERIOD FROM: _____

ORIGINAL CONTRACT SUM:

\$126,320.61

NET CHANGE BY CHANGE ORDERS:

-\$9,149.60

CONTRACT SUM TO DATE:

\$117,171.01

TOTAL COMPLETED & STORED TO DATE:

\$117,171.01

RETAINAGE 10%:

\$11,717.10

TOTAL EARNED LESS RETAINAGE:

\$105,453.91

LESS PREVIOUS CERTIFICATES OF PAYMENT:

\$66,751.62

CURRENT PAYMENT DUE:

\$38,702.09

CONTRACT TIME LIMIT DATE:

October 18, 2019

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: _____

DATE: _____

10/11/2019

OWNER:

BY: _____

ENGINEER:

BY: _____

MECO ENGINEERING COMPANY, INC.
ENGINEERS • SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109

(573)893-5558

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	11/4/2019		(\$9,149.60)
TOTALS		\$0.00	-\$9,149.60

NET CHANGE BY CHANGE ORDERS:

-\$9,149.60

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 \$ 38,702.09
(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.)



**CONTRACT CHANGE ORDER
SECTION 00941**

Change Order No. 1-FINAL
Project No. 454-275

Sheet of
Original _ of 5

Recommended: MECO Engineering Co., Inc.
(Engineer)

To: Vance Brothers, Inc.
(Contractor)

From: City of Boonville MO
(Owner)

You are hereby directed to make the following changes:

I. Reason for change and effect on completion time (if any):

Line item 3: The School Drive slurry seal portion was deducted from the project due to scheduling and an extra was added on on seventh street 24' x 200' section.

Line item 4: The Contingency goes back to the City of Boonville.

II. Cost of work affected by this Change Order:

Item No.	Item Description	Bid Amount			Previous Change Orders		This Change Order		Revised Contract
		Quantity/Units	Unit Price	Value	C.O. #	Quantity Changed	Increase Qty. Decrease Qty.	Amount Added or Deducted	Quantity/Unit
3	Slurry Seal	13,991 SY	\$3.12	\$43,651.92			-\$1,330 SY	-\$4,149.60	12,661 SY
4	Contingency	1 LS	\$5,000.00	\$5,000.00			-1 LS	-\$5,000.00	0 LS
Total This Sheet:								(\$9,149.60)	

- | | | |
|---------------------------------------|--------------|--------------|
| 1. Original Contract Amount: | | \$126,320.61 |
| 2. Add or Deduct This Order Totals: | (\$9,149.60) | |
| 3. Add or Deduct Previous: | \$0.00 | |
| (Line 4 of previous order) | | |
| 4. Total Add or Deduct to Date (2+3): | (\$9,149.60) | |
| 5. Revised Contract Amount (1+4): | | \$117,171.01 |

[Signature] 10/21/19
Recommended: Engineer - MECO Engineering Company Date

Ordered: Owner Date
[Signature]
Accepted: Contractor Date

Change Order is subject to all provisions of the Contract Documents and is not in effect unless signed by all parties.

Robert A. Vance
Sr. Vice President

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 November 4, 2019 the sum of **\$715,312.20**

General Fund	\$116,822.86
Sanitation	\$17,168.33
CIP Tax	\$52,894.40
Water Works	\$115,969.16
Capital Projects	\$0.00
Waste Water	\$324,760.85
Tourism	\$6,567.47
Gaming	\$69,892.37
Parks/Water	\$11,236.76

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 **\$715,162.20** 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 November 4, 2019 read for the second time this 4th day of November, 2019 since a copy was made available prior to the meeting.

Approved November 4, 2019 _____
Mayor

Endorsed November 4, 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

BILL NO. 2019-032

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING A RENEWED MUTUAL AID AGREEMENT BY AND BETWEEN THE CITY OF BOONVILLE AND COOPER COUNTY FOR EXTRA JURISDICTIONAL AND EMERGENCY LAW ENFORCEMENT SERVICES; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, State law specifies and authorizes situations in which law enforcement officers may serve outside their jurisdiction in the case of emergency situations for investigation and specialized services for mutual aid in the protection of health, life and property in Boonville and Cooper County;

WHEREAS, the Cooper County Sheriff's Department and the Boonville Police Department have assisted each other in the past under these circumstances, have worked under a written agreement for many years (the latest one in effect from 11-5-2014 to 11-13-2019).

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 shall accept and authorize the mutual aid agreement as set forth in "**Exhibit A**" attached hereto and made a part hereof as fully as if set forth herein verbatim.

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

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

FIRST READING: NOVEMBER 4, 2019

READ FOR THE SECOND TIME AND PASSED THIS 18th DAY OF NOVEMBER, 2019, AFTER A COPY OF THIS ORDINANCE AND REFERENCED MUTUAL AID AGREEMENT HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

APPROVED THIS 18TH DAY OF NOVEMBER, 2019

NED BEACH, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement"), made and executed this _____ day of _____, 2019, by and between the City of Boonville, Missouri, a municipal corporation and third class city, and Cooper County, Missouri.

SECTION 1. Intergovernmental Police Service and Assistance.

This agreement for "intergovernmental Police Service and Assistance" is executed pursuant to RSMo. Sections 70.815, which provides extra jurisdiction powers/protections, and 70.820, emergencies outside jurisdiction.

SECTION 2. Purpose of Agreement.

It is recognized that in certain emergency situations the use of law enforcement officers to perform police duties outside of the territorial limits of the jurisdiction where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

SECTION 3. Authorization.

The parties undersigned agree to provide mutual aid services in furtherance of the investigation of criminal activity and enforcement of the laws of this state, and to assist each other by the provision of specialized services to their mutual aid in the protection of health, life and property involving emergency incidents or situations which arise and require such assistance.

SECTION 4. Definition of Terms.

The following terms shall have the following meanings when used in this Agreement:

- a. "Law Enforcement Officer" means any police officer, sheriff, deputy sheriff, constable or deputy constable, marshal, public safety officer.
- b. "Police Personnel" means any sworn police officer, reserve police officer or marshal who has completed a training program as promulgated by Chapter 590 RSMo. with said training being a prerequisite to the authority of police personnel to respond outside corporate city limits.
- c. "Member" means a political subdivision as defined by RSMo, Section 70.815.1(2), which is a party to this agreement; and authorized police personnel of the political subdivision or public institution of higher education to respond to emergencies in the fashion provided herein.

- d. "Political Subdivision" means any agency or unit of this state empowered by law to maintain a law enforcement agency.
- e. "Chief Administrative Officer" means the mayor or city manager/administrator of a municipality or the county executive or presiding county commissioner of a county.
- f. "Chief Law Enforcement Officer" means the chief of police of a municipality or the sheriff of a county.
- g. "Emergency Situation" means any situation in which police personnel have a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental interest, and the officer's response is reasonable necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation.
- h. "Responding Member" is a signatory hereto who is called upon to provide mutual aid.
- i. "Requesting Member" is a signatory hereto who is requesting another member to provide mutual aid.

SECTION 5. Power and Authority.

- a. The parties undersigned do hereby authorize and direct its chief law enforcement officer or the officer commanding in his absence to render and request mutual police aid to and from the jurisdiction to the extent of available personnel and equipment not required for adequate protection of the jurisdiction rendering aid. The judgment of the chief law enforcement officer, or officer commanding in his absence, of each member rendering aid, as to the amount of personnel and equipment available, shall be final.
- b. Police officers who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the jurisdiction which regularly employs such officers shall be under the direction and authority of one (1) person designated by each sending agency. Such personnel shall in turn coordinate all activities with the local commanding police officer of the municipality or county to which they are called to perform police or peace duties. They shall have all immunities, powers, and authority of police and peace officers as provided by law, including the power of arrest.
- c. The requesting member's chief law enforcement officer, or designee, should transmit such request for personnel or services in writing to the responding member's chief law enforcement officer as soon as reasonably possible after determining the need for such aid or assistance, but in no event more than 24 hours after such determination has been made. For routine calls like assistance with a traffic

stop or controls or initial response to cover while other department is responding to another incident, the written request will be documented in the requesting and receiving departments' dispatch/log-in system. In the event of a major pursuit or investigation, an e-mail or letter from the requesting department's chief law enforcement officer, or designee, will be documented as to the specific need including type and number of officers and estimated length of time requesting.

d. In the case of federal/state qualified emergency situations which prevent the prior written request for services by the requesting member, and for which federal and/or state funding is anticipated, the request may be made orally and recorded by the responding member agency. The chief law enforcement officer, or designee, of the responding member shall furnish a written statement of services rendered to the requesting member no less than five (5) days after the termination of the need for such personnel or services by the requesting member.

e. Law enforcement officers who have reasonable cause to conclude that an emergency situation exists are authorized to respond to the emergency situation within the jurisdiction of any party to the agreement.

f. Notwithstanding the provisions hereinafter set out in Section 10 of this Agreement relating to termination, failure to make such written request in a timely manner shall be grounds for the immediate termination of this Agreement at the discretion of any Responding Member, without a 90 day waiting period, by giving written notice of such termination to the Requesting Member.

SECTION 6. Compensation.

Mutual aid assistance shall be rendered without charge to a party both during the normal conduct of police business and in emergency situations.

SECTION 7. Liability

a. Each party shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. This agreement shall not be so construed as to create any relationship between the police personnel of one party and the other party. Each party hereto agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated or shall be self-insured.

b. A party shall not be liable to the other party for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.

c. This Agreement shall not be construed as an agreement for the benefit of any third party.

D. The parties agree that all individual officers performing duties under this Agreement will be provided all regular benefits of employment by their employing agency.

SECTION 8. Effective Date of Agreement.

This Agreement shall be in full effect and legally binding at such time as it is signed and certified by both parties.

SECTION 9. Entire Agreement and Modification.

a. This writing is intended by the parties as a final expression of this Agreement and also is intended as a complete and exclusive statement of the terms of this Agreement. This Agreement may be amended or modified only in writing, which amendment or modification must be authorized by each party's respective governing body.

b. This Agreement shall be governed by the laws of the United States and the State of Missouri and that, notwithstanding anything that may be found in the Agreement to the contrary, the parties do not waive and expressly reserve any and all immunities and defenses available to the entity or its members, whether arising from common law or by statute.

c. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such Invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

d. It is understood and agreed that written records shall be kept by the requesting party concerning all coordinated interagency activities occurring under the terms of this Agreement. Such records shall be prepared and maintained according to guidelines established by the respective parties. Such guidelines shall contain standard minimum requirements as mutually agreed between the parties. Each party shall be entitled to obtain the records of the other party for such coordinated interagency activities, upon written request. All such reasonable requests shall be responded to within thirty (30) days thereof. The governing body of the respective parties may require periodic reporting of such information by their law enforcement agency to various committees or boards of such governing body.

SECTION 10. Termination of Agreement.

a. The term of this Agreement shall be for a period of five (5) years from the date of execution.

b. During the term, this Agreement shall remain in full force and effect

until such time as a party, through its governing body takes official action terminating this Agreement as herein provided. Any party to this Agreement may terminate this Agreement by delivering written notice of termination to the Chief Administrative Officer of the other participating entities.

c. Any termination will be effective 90 days from the date of delivery. Any termination will not extinguish duties of the participants to fulfill mutual aid obligations or requests occurring before the effective date of the termination.

d. Copies of any such action shall be filed with the Clerk of each party within Thirty (30) days of its passage.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the _____ day of _____, 2019.

City of Boonville

County of Cooper

By _____
Ned Beach, Mayor

By _____
Don Baragary, Presiding Commissioner

ATTEST: _____
Teresa Studley, City Clerk

By _____
Charles Melkersman, Commissioner

By _____
David Booker, Commissioner

**City of Boonville
Historic Preservation Advisory Commission Minutes
October 17, 2019**

The Boonville Historic Preservation Advisory Commission met on Thursday, October 17, 2019 at 6:00pm in the River, Rails and Trails Museum/Visitor's Center at 100 East Spring Street, Boonville, MO. The following members were present: Cheryl Gates, Vicki McCarel, Ed Scrivner, Nicole Strong and Kate Johnson.

Meeting was posted October 13, 2019 at 4:09pm

CALL TO ORDER:

Meeting was called to order at 6:08pm by Cheryl Gates

READING OF MINUTES:

It was moved and seconded that we dispense with the reading of the last meeting since all members received a copy.

PUBLIC COMMENTS:

There were no public comments made.

OLD BUSINESS: Discussion of CLG evaluation by Kelsey Matson from the State Historical Society. She understands that we are basically starting over and have done a good job so far getting a commission together. We still need two additional members that hopefully will be filled by the time of our next meeting. She ask for short resumes from each member and all agreed to email them to Cheryl Gates so that she can pass them along. Kelsey sent a nice letter to Mayor Beach letting him know we passed with flying colors.

NEW BUSINESS: We were given a request by the Planning and Zoning Commission to approve new signage for the Grand Victorian Manner at 519 High Street. Included was a mockup of what the sign would look like. This sign was deemed appropriate and in keeping with the historic and architectural character of the property and surrounding district approved with a 6-0 vote.

There was a discussion that the BHPAC would be better served to meet quarterly instead of every month siting that emergency meetings could be called if necessary and emails could be sent for any non-emergent information. Upon approval, our next meeting will be held on Monday, January 13, 2020.

ADJORNMENT:

There was a motion to adjourn at 6:32pm by Cheryl Gates, seconded by Nicole Strong. Unanimous agreement and meeting adjourned.

**CITY OF BOONVILLE
STREET, ALLEY and SANITATION BOARD
CANCELLATION**

October 30, 2019

6:30 p.m.

City Services Building
1200 Locust Street
Boonville, Missouri

The **Wednesday, October 30, 2019** meeting of the **STREET, ALLEY and SANITATION BOARD** has been cancelled for **lack of agenda items**. The next regularly scheduled meeting is **WEDNESDAY, November 27, 2019**.

**CITY OF BOONVILLE
BOARD of PUBLIC WORKS
CANCELLATION**

October 31, 2019

5:30 p.m.

City Services Building
1200 Locust Street
Boonville, Missouri

The **Thursday, October 31, 2019** meeting of the **BOARD of PUBLIC WORKS** has been cancelled for **lack of agenda items**. The next regularly scheduled meeting is **Thursday, November 28, 2019**.