CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
November 6, 2017
7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

I. Call to Order – Pledge and Prayer (Whitney Venable)

II. Roll Call

III. Hearing of Citizens' Comments

- John Baker, Boonville Community Foundation Presentation

IV. Approval of the Minutes of the October 16, 2017 and October 23, 2017 Council Meetings

V. Consent Items

a. Consider Pay Request No. 6 from Cody Martin Excavating, LLC in the amount of $95,781.20 for Soccer Fields Grading and Retaining Wall Improvements
b. Consider Change Order No. 3 from Cody Martin Excavating LLC in the amount of <$0.00> for Soccer Fields Grading and Retaining Wall Improvements

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) None.

VIII. New Business

A) First Reading of Bill No. 2017-033 Accepting and Approving an Agreement with MECO Engineering Company, Incorporated for Engineering Services
B) Consider Approval of Highway Road Salt Bid for FY 2017-18
C) Consider Accepting Proposal for Furnishing Lift Station Pumps
D) First Reading of Bill No. 2017-035 Authorizing STP-Urban Program Agreement with the Missouri Highways and Transportation Commission

IX. Reports of Standing Committees

A) Housing Authority – October 11, 2017 (Morris Carter)
B) Parks and Recreation Board – October 17, 2017 (Vanessa Dorman)
C) Board of Public Works – October 26, 2017 (Susan Meadows)
D) Street, Alley, and Sanitation Board – October 25, 2017 (Michael Stock)
E) Fire Board – October 18, 2017 (Ned Beach)

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X. Reports of City Officials

City Administrator

Mayor

City Counselor

Economic Developer

- October 19, 2017 Economic Development Report

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 PENDIND CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting
Minutes
October 16, 2017

The Boonville City Council met in Regular Session on October 16, 2017 at 7:00 p.m. in the Council Chambers. The following officers were present: Morris Carter, Mayor Protem; Irl Tessendorf, City Administrator; Charissa Mayes, City Counselor; and Teresa Studley, City Clerk. Mayor Julie Thacher was absent.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

- Josh Black, Hail Ridge Golf Course Update

Mr. Josh Black, Manager of Hail Ridge Golf Course, advised that everything has been very good so far with the golf course. It has been a season of improvement and for learning. Mr. Black advised that the golf course is not in as good of shape that he had hoped, however there have been many obstacles to overcome in terms of construction and also due to the facility being empty for some time. He and his staff have been learning the different traits of his clientele and the different traits of the climate as compared to other parts of the country. Mr. Black advised that the memberships have gone from 10 members, when the property sold to the City; to the current membership of 62 members. Mr. Black looks forward to that number growing for the season next year. Mr. Black briefed the Council on what improvements are being completed on the greens of the golf course. Mr. Black updated the Council on the different construction items that have been completed and of the upcoming construction that will be for the betterment of the golf course. Mr. Black stated that the no mow areas seemed to be a concern to many people and he advised that they need to burn the no mow areas off this fall and that will be continued every 3-years. Mr. Black stated that he and his staff will rethink how they will host large events at the golf course and still be able to accommodate the golf course for normal play. Mayor Protem Carter questioned the council if they had any questions for Mr. Black. There were no questions.

- Laura Wax, Chamber of Commerce

Ms. Laura Wax, Director of the Chamber of Commerce; Ms. Laura Gramlich, President of the Chamber of Commerce; and Ms. Dianna Jensen, Chamber of Commerce member; came before the Council to advise of the Chamber of Commerce's opposition to Bill No. 2017-029, the amending of Chapter 10 Licenses and Taxation, due to the negative impact that it will have on their festivals. Ms. Gramlich stated that if this bill passes, how will it affect the Chamber of Commerce and if they will be the ones that will enforce the ordinance for their festivals. Ms. Gramlich stated that the Chamber of Commerce Board has many questions about how it will impact them. Ms. Jensen had many questions in reference to where the funds will go from the new revenue if the bill is passed. Ms. Jensen questioned if this would impact concession stands, farmer's markets, job fairs, churches, and student bake sales. Ms. Jensen believes that if this bill passes, it will push these events out into the county and not bring business to the City of Boonville. Ms. Wax stated that in her opinion, the language of the bill is very vague and needs clarification. Ms. Wax questioned the rate amounts based on the number of vendors for a festival. She thought it was a bit high and it seemed more comparable to Independence Mo or another larger city. Ms. Wax stated that she would like to have the bill tabled and a committee established to review it to clarify many of the discrepancies that, in her opinion, the bill has.

Mr. Ken Hirlinger, representative of the Municipal Facilities Authority of the City of Boonville (hereinafter MFA), came before the Council to inform that the MFA has been addressing the lack of housing inside the City of Boonville. Mr. Hirlinger advised there is a lack of houses for sale in Boonville. The MFA has found that the good houses are almost sold immediately, there is a lack of the building of new houses, and a lack of housing development subdivisions. The MFA feels that more people would move to Boonville if there were more houses available. The MFA has decided to hold a forum on housing in Boonville in which builders, owners, realtors, bankers, and city officials will be invited to. The MFA will address the reasons or causes for the lack of housing, building, and development in the City of Boonville and will discuss any ideas of what can be done to encourage it. This forum will be held in the Library Learning Center at the State Fair Community College on Thursday, November 2 at 7pm.

APPROVAL OF THE MINUTES OF THE OCTOBER 2, 2017 COUNCIL MEETINGS

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Beach moved and Mr. Venable seconded the motion for approval. Roll call was taken. Ayes: Hurt, Carter, Venable, Stock, Young, Meadows, and Beach. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

UNFINISHED BUSINESS

DISCUSSION/ACTION OF TABLED BILL NO. 2017-029 AMENDING CHAPTER 10 LICENSES AND TAXATION

Mr. Beach motioned and Mr. Young seconded for tabled Bill No. 2017-029 to be brought off the table for discussion. Roll call was taken. Ayes: Hurt, Carter, Venable, Stock, Young, Meadows, and Beach. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

Mr. Young moved and Mr. Beach seconded the motion for approval. Mr. Beach stated that the motivation of this bill is for the benefit of the businesses in Boonville and to protect the retailers that are affected by the events. Mr. Beach stated that he had read the letter from the Chamber of Commerce that was sent to the City Council and he agreed with the suggestion of forming a committee to review the bill. Mr. Beach would like to see a committee formed. Mr. Young raised many favorable aspects of the bill regarding the fairness towards the local permanent businesses. There was brief discussion by Council. Ms. Mayes stated that the bill not only address temporary merchant license, but it also includes an amendment to Section 10-99 raising the telephone service provider's gross receipts tax rate back up to 5%. The bill also repeals Articles III and IV of Section 10 regarding merchant and manufacturer ad valorem taxes on inventory and raw materials. An amendment to the Missouri Constitution eliminated taxes on inventory and raw materials in 1985. Ms. Mayes urged the Council to make the telephone gross receipts and surtax related changes, whether or not the temporary business licenses are required.

Mr. Young moved, and Mr. Beach seconded the motion to amend the original motion to table all of the proposed changes in Article 1 and to vote for the remainder of Bill No. 2017-029 as it is written. Roll call was taken. Ayes: Hurt, Carter, Venable, Stock, Young, Meadows, and Beach. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

Mayor Protem Carter stated the names to be appointed for the Committee that will review the tabled portion of Article 1 that will address itinerant merchant licensing and market permits. The names are: Ed Scrivner, Roz Gordon, Morris Carter, Vanessa Dorman, Laura Wax, and Laura Gramlich. Mr. Beach confirmed that Mayor Protem Carter can make the appointments and Ms. Mayes confirmed that he could.

SECOND READING OF BILL NO. 2017-030 AMENDING ORDINANCE NO. 4073 THE 2007 VIDEO SERVICES PROVIDERS ACT

Ms. Studley read, by title only, a copy of the bill. Mr. Beach moved and Mr. Stock seconded the motion for approval. Mr. Beach questioned if this ordinance affects satellite dish customers or smart phones customers. Ms. Mayes responded that it does not affect cell phone customers, only video service providers. She explained that this ordinance was passed in 2007, however it was never codified. Mr. Beach confirmed with Ms. Mayes that this removes the arbitration and mediation. Ms. Mayes advised that it does remove the arbitration and mediation. Ms. Mayes advised that mediation and arbitration are risky and expensive; and the City of Boonville would be far better off to go through the court system if there is a dispute. With no further questions, roll call was taken. Ayes: Hurt, Carter, Venable, Stock, Young, Meadows, and Beach. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

NEW BUSINESS

CONSIDER RESOLUTION R2017-09 APPROVING AN AGREEMENT WITH LEHMAN CONSTRUCTION CO. FOR WASTEWATER TREATMENT FACILITY IMPROVEMENTS FLOW EQUALIZATION

Ms. Studley read the resolution in its entirety. Mr. Beach moved and Mr. Venable seconded the motion for approval. Mr. M.L. Cauthon, Director of Public Works, gave a brief history of this significant component to the City's integrated Wastewater Treatment Plant and of the Sewer Collection Integrated Management Plan. Mr. Cauthon advised that this plays a big role in the Infiltration and Inflow Plan to remove water in a sanitary sewer system that does not belong there. Mr. Cauthon reported that the first phase of this plan was completed in 2016. This component in the project is the construction of a 1.2-million-gallon basin to equalize the flow of water in a high rain event, which without the basin, could wash out the wastewater treatment plant. Mr. Cauthon advised that this is a significant step in preventing violations with Missouri Department of Natural Resources. Mr. Cauthon stated the Lehman Construction Company has worked for the City of Boonville before and they are good group to work with. With no questions, roll call was taken. Ayes: Hurt, Carter, Venable, Stock, Young, Meadows, and Beach. Total (7). Opposed: None. Total (0). Absent: Dorman. Total (1). Motion Carried.

REPORTS OF STANDING COMMITTEES

BOARD OF PUBLIC WORKS – SEPTEMBER 28, 2017

Ms. Meadows reported that the board approved the bills and Mr. Cauthon briefed the board on the Wastewater Treatment facility improvements.

INDUSTRIAL DEVELOPMENT AUTHORITY – SEPTEMBER 21, 2017

Mr. Young reported that he was unable to attend the meeting, however the minutes were included in the packet.

MUNICIPAL FACILITIES AUTHORITY – SEPTEMBER 21, 2017

Mr. Young reported that he was unable to attend the meeting, however the minutes were included in the packet. Mr. Hirlinger updated the Council during Hearing of Citizen's Comments on some items being discussed in the meeting.

PLANNING AND ZONING COMMISSION – SEPTEMBER 12, 2017

Mr. Venable reported that the minutes are in the packet.

POLICE BOARD – OCTOBER 10, 2017

Mr. Hurt reported that he was unable to attend the meeting, however, Chief Welliver is present if there are any questions. Mr. Beach inquired of Chief Welliver of the required hours for training for the officers per year. Chief Welliver advised that the hours are required by the State of Missouri P.O.S.T. Commission. The officers can take the training on-line which can be done while on shift which allows the department to save the expense of travel and time off to send employees to be trained.

TOURISM COMMISSION – OCTOBER 10, 2017

Mr. Carter deferred this to Ms. Kate Fjell, Assistant City Administrator. Ms. Fjell advised that the minutes are in the packet. If there were any questions, she would be happy to respond. There were no questions.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

CITY CLERK

Ms. Studley reminded everyone that the next regular council meeting would be held in three weeks on November 6, due to the month of October having five Mondays in the month.

MISCELLANEOUS

Mr. Beach inquired if the deficit for this year's swimming season at the Aquatic Center were correct. Mr. Tessendorf advised that the totals are correct. Mr. Tessendorf gave a brief synopsis of the expenses for the year.

Mr. Beach questioned the reasoning of the letter that was included in the Council packet from Suddenlink. Mr. Venable advised that this will even out everyone's bill with the older customers, that haven't digitized, having to pay the upcharge. He doesn't believe that the service will be changing.

ADJOURN

With no further discussion, Mr. Beach moved and Mr. Venable seconded the motion to adjourn at 7:45 p.m. and the voice vote was unanimous.

Respectfully Submitted,

____
Teresa Studley, City Clerk

Approved:

____
Julie Thacher, Mayor

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting
Minutes
October 23, 2017

The Boonville City Council met in Special Session on October 23, 2017 at 8:00 a.m. in the Council Chambers. The following officers were present: Morris Carter, Mayor Protem; Irl Tessendorf, City Administrator; Charissa Mayes, City Counselor; and Kate Fjell, Assistant City Administrator. Mayor Julie Thacher and Teresa Studley, City Clerk were absent.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

The following Council Representatives were present: Morris Carter, Whitney Venable, Vanessa Dorman, Michael Stock (via phone), Steve Young, Susan Meadows, Ned Beach, and Henry Hurt.

UNFINISHED BUSINESS

FIRST AND SECOND READING OF BILL NO. 2017-034 AUTHORIZING AN AGREEMENT WITH QUALITE SPORTS LIGHTING, LLC FOR LIGHTING OF 6 FIELDS AT SOCCER COMPLEX AND REPEALING ORDINANCE 4456

Ms. Fjell read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Beach moved and Mr. Venable seconded the motion for approval. Mr. Beach asked if the requirements for working at the school needed to be included in the contract. Mr. Tessendorf stated that some of the requirements were already included, such as ingress and egress. Other requirements will be addressed in construction progress meetings as needed. Roll call was taken. Ayes: Carter, Venable, Dorman, Stock, Young, Meadows, Beach, and Hurt. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

ADJOURN

With no further discussion, Mr. Venable moved and Mr. Young seconded the motion to adjourn at 8:05 a.m. and the voice vote was unanimous.

Respectfully Submitted,

____

Kate Fjell, Assistant City Administrator

Approved:

____

Morris Carter, Mayor Protem

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APPLICATION AND CERTIFICATE FOR PAYMENT
(PAY ESTIMATE)

Original 1 of 6
Page 1 of 3

CONTRACTOR: Cody Martin Excavating, LLC

APPLICATION NO: 6

PROJECT NO: 454-264

OWNER: City Of Boonville MO

APPLICATION DATE: 6-Nov-17

Soccer Fields Grading and Retaining Wall Improvements

PERIOD FROM:

ORIGINAL CONTRACT SUM:	$537,637.97
NET CHANGE BY CHANGE ORDERS:	$66,640.23
CONTRACT SUM TO DATE:	$604,278.20
TOTAL COMPLETED & STORED TO DATE:	$573,061.50
RETAINAGE 10%:	$57,306.15
TOTAL EARNED LESS RETAINAGE:	$515,755.35
LESS PREVIOUS CERTIFICATES OF PAYMENT:	$419,974.15
CURRENT PAYMENT DUE:	$95,781.20
CONTRACT TIME LIMIT DATE:	September 29, 2017

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	8/8/2017	$90,930.29	
2	10/2/17		($24,290.06)
3	11/6/17	$0.00	
	TOTALS	$90,930.29	-$24,290.06

NET CHANGE BY CHANGE ORDERS: $66,640.23

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.

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 $ 95,781.20
(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.)

CONTRACTOR:
BY: Cody M
DATE: 11-1-17

OWNER:
BY:

ENGINEER:
BY:

MECO ENGINEERING COMPANY, INC.
ENGINEERS * SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109 (573)893-5558

CONTRACT CHANGE ORDER
SECTION 00941

Change Order No. 3
Project No. 454-264 Soccer Fields Grading and Retaining Wall Improvements

Sheet 1 of 1
Original 1 of 6

Recommended: MECO Engineering Co., Inc. (Engineer)
To: Cody Martin Excavating, LLC (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 21: Contingency is used in the construction of the project

Line item 27 & 28: Unsuitable material was found underneath the subgrade at the retaining wall on field # 1 which needed to be removed and put back with acceptable material for the retaining wall to be constructed.

Line item 29: After the storm water was constructed and backfilled by the city, the contractor came back to regrade the fields and the other surrounding areas to grade.

II. Cost of work affected by this Change Order:

Item No.	Item Description	Bid Amount Quantity/Units	Bid Amount Unit Price	Bid Amount Value	Previous Change Order C.O. #	Previous Change Order Quantity Changed	This Change Order Increase Qty. Decrease Qty.	This Change Order Amount Added or Deducted	Revised Contract Quantity/Unit	
21	Contingency	1 LS	$45,000.00	$45,000.00			1.0 LS	-$15,812.19	0 LS	$29,187.81
27	Unsuitable Material Excavation and Compacted Dirt BackFill at the Retaining Wall on Field # 1									
	A. Doosan Excavator		$150.00				10.0 HRS	$1,500.00	10 HRS	$1,500.00
	B. D6H Cat Dozer		$155.00				3.0 HRS	$465.00	3.0 HRS	$465.00
	C. Cat Challenger w/ 21 Yards Scraper		$195.00				12.0 HRS	$2,340.00	12.0 HRS	$2,340.00
28	Rock BackFill for Unsuitable Material Excavation at the Retaining Wall on Field #1		$4,632.19				1.0 LS	$4,632.19	1.0 LS	$4,632.19
29	Regrading Fields and Surrounding Areas									
	A. D6H Cat Dozer		$155.00				26.0 HRS	$4,030.00	26.0 HRS	$4,030.00
	B. Cat Challenger w/ 21 Yards Scraper		$195.00				13.0 HRS	$2,535.00	13.0 HRS	$2,535.00
	C. Crawler Loader 953 C		$155.00				2.0 HRS	$310.00	2.0 HRS	$310.00
	Total This Sheet:							($0.00)		

1. Original Contract Amount: $537,637.97
2. Add or Deduct This Order Totals: ($0.00)
3. Add or Deduct Previous: $66,640.23
   (Line 4 of previous order)
4. Total Add or Deduct to Date (2+3): $66,640.23
5. Revised Contract Amount (1+4): $604,278.20

Recommended: Engineer - MECO Engineering Company — Date 11/1/17 — Date

Ordered: Owner — Date — Date

Accepted: Contractor — Date 11-1-17 — Date

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

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 6, 2017 the sum of **$422,776.50**

General Fund	$100,226.66
Sanitation	$18,240.42
CIP Tax	$4,380.52
Water Works	$119,787.86
Capital Projects	$10,089.02
Waste Water	$76,292.35
Tourism	$22,516.12
Gaming	$42,534.10
Parks/Water	$28,709.45

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 **$422,776.50** 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 6, 2017 read for the second time this 6th day of November 2017 since a copy was made available prior to the meeting.

Approved November 6, 2017 ______________________________

Mayor Pro-tem

Endorsed November 6, 2017: 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. 2017-033 **ORDINANCE NO. _______**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, EXTENDING A NEW AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES TO MECO ENGINEERING, INC.

WHEREAS, the City of Boonville has been served by MECO Engineering for a number of years and has established a good working relationship with the firm; and

WHEREAS, the City is in the midst of a number of projects in which MECO is involved and wishes to continue their engagement; and

WHEREAS, the City Administrator has reviewed the City's previous agreement with MECO and its new charge out rates (effective August 1, 2017 through July 31, 2018) and the list of current and future needs and has recommended executing a new 2-year Agreement for services to become effective upon expiration of the current agreement on November 30, 2017.

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

SECTION 1: That the City's acceptance of the offer of professional services by MECO Engineering, Inc. at its current Charge Out Rates is hereby approved by the Council.

SECTION 2: That the attached Agreement for Professional Engineering Services, attached hereto as **Exhibit A**, be accepted and executed by the Mayor on behalf of the City.

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

FIRST READING: November 6, 2017

READ FOR THE SECOND TIME AND PASSED THIS 20th DAY OF NOVEMBER, 2017, AFTER A COPY OF THIS ORDINANCE AND REFERENCED DOCUMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO PRESENTATION TO THE COUNCIL

____
President of the Council Protem

APPROVED THIS 20th DAY OF NOVEMBER, 2017

____
Julie Thacher, Mayor

ATTEST:

____
Teresa Studley, City Clerk

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for professional engineering services (hereinafter referred to as the "Agreement") is entered into as of this 11th day of October, 2017, by and between the City of Boonville, a municipal corporation organized and existing under the laws of the State of Missouri, and MECO Engineering Company, Inc. (hereinafter "MECO"), a corporation organized and existing under the laws of the State of Missouri and whose principal place of business is Jefferson City, Missouri.

WITNESSETH:

WHEREAS, the City of Boonville and MECO have agreed to continue their contractual relationship whereby MECO will render certain professional engineering services, technical advice, and bid procurement assistance in connection with various ongoing and future projects and undertakings of the City;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

This Agreement is intended to be comprehensive and includes, but is not necessarily limited to, the engineering of streets; water treatment and wastewater handling systems and upgrades; mapping, surveying and plat review; environmental regulatory compliance assistance for water, wastewater, storm-water and landfill post-closure issues; parks development; project cost estimates, inspection services, technical advice; and preparation of preliminary engineering reports.

No minimum quantity of engineering projects and/or services must be ordered by the City under the terms of this agreement. However, unless precluded by state or federal law or by MECO's own technical or manpower limitations, Boonville is hereby continuing to retain MECO as its primary source of engineering for in-house Public Works projects of the City. The City of Boonville and MECO agree that the City retains the right to order and/or contract for professional and technical services from other professional engineering firms for certain projects, at the sole discretion of the City Administrator, whenever: 1) such projects require specialty services or a level of expertise offered by another firm; 2) such projects have a pre-existing relationship with another firm; and/or 3) the City Administrator deems it to be in the City's best interest to engage another firm to work on the project.

This Agreement is subject to annual funding and periodic appropriations by the City of Boonville, in accordance with its normal funding and budgetary processes.

MECO shall work for the City on a fee for services basis at Charge Out Rates provided to the City (effective August 1, 2017 through July 31, 2018) and amended from time to time hereafter, subject to approval by the City Administrator. In the event that the City defaults in its payments and/or refuses to accept any change in Charge Out Rates made on or after August 1, 2018, this Agreement shall be cancelled and/or subject to modification to the extent of availability of funds.

MECO shall not assign, delegate, subcontract or otherwise dispose of any rights or obligations set out in this Agreement, or otherwise by separate agreement of the parties herein, without the express written consent and authorization of the City of Boonville.

MECO shall provide the City of Boonville with a prompt response to any request for services, and shall keep the City apprised of an anticipated timeline on each project undertaken for the City of Boonville.

In the event the City of Boonville experiences an emergency requiring an immediate response and help from MECO, MECO shall endeavor to respond as quickly as possible, but in no event shall MECO take longer than two (2) hours to respond in such a situation.

COMPENSATION

On projects with a defined scope of work, MECO shall submit a written design and construction consultation proposal, specifying the nature and anticipated costs for engineering services, to the City Administrator for approval. The design proposal and cost estimate shall be a not-to-exceed basis considering the standard engineering percentage of project fee curves as well as the City of Boonville's projected budget allowance for the project. The construction consultation and administration fee shall also be a not-to-exceed basis at 75% of the design fee.

On all projects or services without a defined scope of work, MECO shall submit itemized invoices, based upon the hourly Charge Out Rates in effect and approved by the City of Boonville at the time services were actually performed. In order to meet the City Council monthly appropriation deadline, MECO acknowledges and accepts that it must present its monthly invoices no later than the 25th day of each month.

MECO shall provide the City of Boonville with advance written notice, no fewer than thirty (30) days, before expiration of its current Charge Out Rates, of any changes or modifications thereto.

INSURANCE

MECO shall, at all times, carry professional liability insurance for all services rendered to the City of Boonville in accordance and associated with this Agreement. Further, MECO pledges and agrees to indemnify and hold harmless the City of Boonville, its officials, employees, agents and assigns and to assume all risks and responsibility for death, loss, cost, injury or damage to any person or property – expressly including litigation expenses and attorney fees – occasioned or caused by the acts, errors, and/or omissions of MECO and its employees for which they would be otherwise be legally liable, arising out of or in any way connected with this Agreement.

TERMINATION

Except as otherwise provided herein, this Agreement may be terminated by either party by giving thirty (30) days advance written notice to the other party. To the extent, and so long as, any work or service related to this Agreement remains in progress after the termination of the principal Agreement and is not yet completed as of the date of termination, the terms and conditions of this Agreement shall continue to apply through completion of and acceptance of the work ordered by the City of Boonville, including payment and compensation or related expenses therefor.

In the event this Agreement is terminated or cancelled upon the request and for the convenience of the City of Boonville, and less than thirty (30) days' notice has been given, the City may be charged a reasonable termination fee based on costs and expenses incurred by MECO through the expedited termination, if any such costs are applicable.

In the event the City of Boonville cites cause for termination of the Agreement, whether or not thirty (30) days' notice is given, MECO shall only be reimbursed for actual expenses through termination. Cause for termination without notice shall include, but is not necessarily limited to, acts or omissions constituting negligence by MECO, misrepresentation, breach of any actual or implied agreement or warranty extended as to any particular project, or poor/substandard workmanship or reasonable degree of engineering care and certainty applied to any particular project, consultation or proposal.

This Agreement will automatically expire on the 30th day of November, 2019, unless extended by Ordinance prior to that date.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first written above or upon passage of the Ordinance authorizing the Agreement, whichever last occurs.

MECO ENGINEERING COMPANY, INC. **CITY OF BOONVILLE, MISSOURI**

Scott E. Vogler, P.E., President

Julie Thacher, Mayor

ATTEST:

Administrative Manager

ATTEST:

Teresa Studley, City Clerk

MEMORANDUM

TO: Irl Tessendorf, City Administrator

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

DATE: October 24, 2017

RE: Purchase of Highway De-Icing Salt

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

Compass Minerals - $72.05
Cargill Deicing Technology – $72.85
Gunther Salt Company - $103.55

The price is per ton, delivered to 1200 Locust Street. The allocation requested in the call for bids was 550 tons. A 25 ton allocation for New Franklin is included.

I recommend we accept the bid of Compass Minerals.

Past year's prices:

2012 - 2013	$61.97 per ton, North American Salt
2013 – 2014	$61.00 per ton, Ren Potterfield Trucking
2014 – 2015	$87.00 per ton, Ren Potterfield Trucking
	$112.78 per ton, North American Salt
2015-2016	$86.57 per ton with purchase requirement, Compass Minerals
2016-2017	$72.85 per ton, Compass Minerals

M. L Cauthon III

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MEMORANDUM

TO: Irl Tessendorf, City Administrator

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

DATE: October 27, 2017

RE: Proposal for Furnishing Lift Station Pumps

For decades we have used Gorman Rupp J series submersible electric pumps at most of our sanitary sewer lift stations. We still do. The Gorman Rupp pumps were considered top-of-the-line equipment. In addition to being very good hardware Gorman Rupp factory and distributor support was available. Four years ago, Gorman Rupp sold the J series pump line, as we know it, to a Danish Company, Grundfos. Gorman Rupp continued with a new line of submersible pumps that weren't compatible to the J series and Grundfos dropped all support for the J series. The first indication we had there was a change or problem with the J series pumps was when previously common parts were not available. Unavailable, without notice or explanation. Upon inquiry, the Gorman Rupp factory and the distributor's representatives were silent to a point of ignoring us. After a while, the distributor's representative admitted that the J series pump line had been sold and all support had been discontinued.

Two years ago, the Wastewater Treatment Plant Chief Operator located many J series pump spare parts to purchase and have on-hand. That supply of pump parts has gone a long in bridging the lack of support for the equipment. At the same time, MECO Engineering began the research into a replacement for the Gorman Rupp J series pumps. Along with the WWTP staff, MECO's engineers determined the most critical pumps for replacement

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first are two 54hp pumps; one in lift station #1 and one in lift station #2. To determine a replacement; power and performance parameters, physical size and plumbing connection arrangements were considered. Cost and servicing distributor were also evaluated. Pumps from three manufactures / servicing distributors met the requirements; Flygt, Ebara and ABS.

Vandevanter Engineering offered two Flygt pumps for a base price of $56,488 with a $59,964 option, Alliance Pump and Mechanical offered two Ebara pumps for $50,969 and FTC Equipment offered two ABS pumps for $48,514. We have experience with smaller Flygt pumps. We don't have experience with Ebara and ABS pumps. We have limited experience with Vandevanter Engineering and no experience with FTC Equipment.

We have considerable experience with Alliance Pump and Mechanical. For more than 25 years Alliance Pump and Mechanical has provided, installed and repaired all manner of equipment, large and small, in routine and emergency situations, at the water treatment plant, wastewater treatment plant and lift stations. Alliance Pump and Mechanical provided after hours, on-site repair and other assistance for the duration of the 2003 raw water pump house loss of pumping incident. They also were on-site within hours of the 2014 JD lift station explosion incident. Alliance Pump and Mechanical has been and continues to be most responsive and dependable.

Lift station submersible pumps are critical equipment that live and operate in a very harsh and demanding environment. When buying and using machinery that is subjected to the demands of a sanitary sewer lift station, much of the success we should experience with that machinery will be a direct result of the support that comes with the purchase.

I recommend accepting the proposal of $50,969 from Alliance Pump and Mechanical. The budgeted amount for this project is $120,000.

M L Cauthon III

M. L Cauthon III

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Revised 7-21-17

Boonville Lift Stations 1 and 2 Pump Replacement Proposals Summary; "Turn-Key" Work

Company	Pump Brand	Pump Model	Warranty	Quote Date	Base Price	Options Price
Vandevanter	Flygt	LS-1: NP3202.185 LS-2: NP3202.185	18m 100% 39m 50% 5yr 25%	June 14 (90 day)	$56,488	$59,964 *
Alliance	Ebara	LS-1: 250 DLFU 6374 LS-2: 150 DSC4**A**OFM**4675**	18m 100%/3,000 hr 39m 50%/6,500 hr 5yr 25%/10,000 hr	June 12 (90 day)	$50,969	$50,969
FTC Equipment/ Municipal Equip	ABS	LS-1: XFP206J-CB2 PE460/6 LS-2: XFP155J-CB2 PE630/4	18m 100% 42m 50% 5yr 25%	July 5 (60 day)	$48,514	$48,514

* Option for Flygt pump includes a stainless steel cooling jacket in lieu of carbon steel. The other two pumps are presented with only a carbon steel jacket.

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BILL NO. 2017-035 **ORDINANCE NO. ________**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING EXCUTION OF A STP-URBAN PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS, the City of Boonville is annually allocated funds at the state level for eligible projects; and

WHEREAS, this funding is normally utilized for periodic projects as the funding amounts may support; and

WHEREAS, the City of Boonville desires to initiate a project utilizing these STP funds by entering into a program agreement.

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 execute the STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for certain street improvements designated Federal Project No. STP-1300(509).

SECTION 2: That the City Council of the City of Boonville, Missouri does hereby ratify and adopt all statements, representations, conditions and covenants contained in the STP-Urban Program Agreement.

SECTION 3: That the City Administrator is hereby authorized to execute said Agreement on behalf of the City of Boonville, Missouri, and the City Clerk is hereby authorized and directed to impress thereon the official seal of the City, and to attest said execution.

SECTION 4: This ordinance shall take effect and be in force following approval by the City Council.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: November 6, 2017

READ FOR THE SECOND TIME AND PASSED ON THIS 20th DAY OF NOVEMBER 2017, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

____
Julie Thacher, Mayor

APPROVED THIS 20th DAY OF NOVEMBER 2017

ATTEST:

____
Teresa Studley, City Clerk

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CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	STP 1300(509)
Award Year:	(state fiscal year monies awarded)
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Boonville, Cooper County, Missouri (hereinafter, "City ").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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 grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP 1300(509) involves:

Mill and asphalt overlay Main St. from High Street to Ashley Road

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP 1300(509) by the Commission is within the city limits of Boonville, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

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(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those 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.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached

and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City"is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed $104,486.28. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP 1300(509) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any

privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars ($750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) 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.

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

(26) 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 City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's ***District 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.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Mr. M.L. Cauthon, Director of Public Works
1200 Locust St
Boonville, MO 65233
Facsimile No.: (660)882-8218

(B) To the Commission:
Mr. David Silvestor, Central District Engineer
PO Box 718
Jefferson City, MO 65102
Facsimile No.: (573)751-8267

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the
City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

Executed by the City this ___ day of _____________, 20____.

Executed by the Commission this ___ day of ___________________, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

____

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 ____________________________

[If needed to authorize a city official
to execute the agreement.]

Ordinance No:________________

Exhibit A - Location of Project

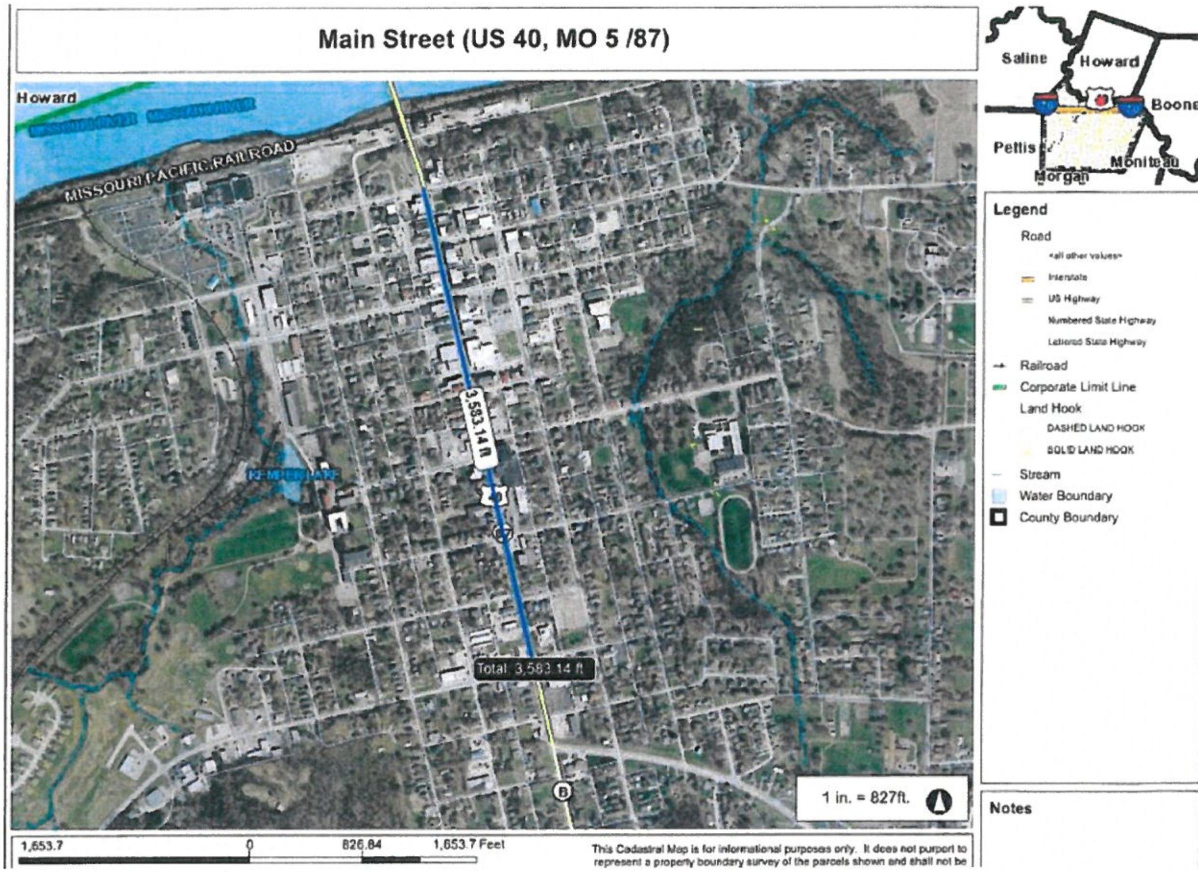

Exhibit B – Project Schedule

Project Description:

Task	**Date**
Date funding is made available or allocated to recipient	11/1/17
Solicitation for Professional Engineering Services (advertised)	2/1/18
Engineering Services Contract Approved	5/1/18
Preliminary and Right-of-Way Plans Submittal	11/1/18
Plans, Specifications & Estimate (PS&E) Submittal	5/1/19
Plans, Specifications & Estimate (PS&E) Approval	7/1/19
Advertisement for Letting	8/1/19
Bid Opening	9/1/19
Construction Contract Award **(REQUIRED)**	10/1/19

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.
**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

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 OCTOBER 11, 2017

On the 11th of October 2017 at 12:00 P.M. the Housing Authority Commissioners met at Boonville, MO 65233.

Roll Call: A roll call of the following members were present;

City Council Rep., Morris Carter	Chair, John Linville	Commissioner, Albert Turner
Commissioner, Laura Holman	Commissioner, Charles Green	Secretary, Robert Rorah
Guest: Scott Purvis, Stacey Pagliaro	Absent: Marilyn Adkins	

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

2. **Meeting Minutes:** Consideration was given and discussion held on minutes of the September 12, 2017 regular board meeting. Charles Green 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 October 11, 2017 was $39,799.54. Consideration was given and discussion held on Bills Paid in September, 2017. The Bank Reconciliation Statement from August 31, 2017 along with the corresponding Operating Budget Trial Balance were discussed and reviewed.

4. **Report of the Secretary:** PIC Report for September 30, 2017 was at 100%. The Project Performance Reports for September 30, 2017 were also distributed and discussed, Tenant Occupancy was at 100%.

5. **Unfinished Business:** Discussion was held and consideration was given on the following; a. The FYE June 30, 2017 Annual Audit. b. The Operating Reserve Litigation progression.

6. **New Business:** Discussion was held and consideration was given on the following;
a. Miscellaneous Charge Schedule revisions to include tenant's removal of smoke detectors, tenants blocking emergency exits and causing trip hazards. John Linville made motion on the approve Resolution No. 559 Maintenance Charge Schedule revisions. Charles Green seconded. The motion passed.
b. Bad Debt Write off Resolution No. 558 in the amount of $860.62 was reviewed and discussed. John Linville made motion to approve Resolution NO. 558. Albert Turner seconded. The motion passed.

7. **Miscellaneous:** None

8. **Adjournment** John Linville made motion to adjourn the meeting.

CHAIRPERSON: ________________________ Date______________

SECRETARY: ________________________ Date______________

Park Board Minutes
October 17, 2017

Members present: Kathleen Conway, Terry Davis, Kevin Griffy, Albert Turner, Matt Schneringer, YMCA, Paul Linhart and Kate Fjell, City of Boonville parks staff

Absent: Jimi Barbarotta and Vanessa Dorman

A motion was made by Kevin Griffy to approve the August 18, 2017 Minutes as submitted. Seconded by Terry Davis. Motion carried.

Public Comments: None

Old Business:

A. Recreation Bags
Albert Turner distributed some proposed guidelines for the recreational bags. The recreation bags would require a deposit and would only be available to those people who are renting a shelter house at a City Park. If successful, Albert stated that he would like the recreation bags to be available to anyone, not just those that reserved a shelter house. Albert also stated that we will need to develop an actual agreement or acknowledgment form that individuals will fill out at the time of taking a recreation bag.

Albert asked how we will advertise the recreation bags once they are ready. Paul stated that we can put it on the shelter house reservation form, put out a press release and put it on the City website.

B. 2017 Pool Season Information
Paul reported that admission and concession revenues were up from last year, however the attendance was down. Paul also reported that the operating loss was slightly less than last year, but generally about as expected.

New Business:

A. Activity Report
Kate and Paul reviewed the attached activity report.

Miscellaneous:

A. Matt asked about an update on the golf course. Kate answered that the Hail Ridge subcommittee met and Josh Black presented at the City Council meeting on October 16th. Paul reported that the condition of the greens has improved and that Josh had borrowed the City's aerator and has aerated the greens and the fairway.
B. Albert asked for an update on the Solar Eclipse. Paul reported that the staff was well prepared and able to handle the crowds. He stated that people spread out all over town, instead of being concentrated in defined areas, but figured we had several thousand in town for the event.
C. Albert asked if for an update on the proposed mountain bike trail. Kate reported that the she and ML went to Jasen Matyas and explained they had reservations at the proposed locations. They suggested that he look to Rolling Hills as a potential location. Jasen is investigating that area and will get back with the City.
D. Kate reported that there are 2 full time positions available in the parks department. Patrick Ziegelbein has taken a position at MU and Bill Sterling is retiring at the end of the year.

With their being no further business, the meeting was adjourned at 6:15PM.

Kate Fjell
Asst. to the City Administrator

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General Guidelines for Recreation Bag

- Recreation bag reserved on first come first served basis.
- Contents of bag to be verified and acknowledgement form completed at checkout.
- A $25 refundable deposit required at time of check out.
- The recreation bag is reserved in conjunction with reservation of park shelter house.
- Reservation must be made and equipment returned in person.
- Signature of patron required to acknowledge responsibility for damaged or loss equipment.
- Lost or equipment damaged beyond normal wear will be replaced at expense of the patron.
- Patron should inspect equipment at checkout for damage and working condition.
- Patron must return all equipment in same condition (other than normal wear) as when received.
- Equipment received as a set with multiple pieces will be charged to the patron only on the basis of the missing or damaged part unless the piece cannot be purchased separately.
- If a replacement item has already been purchased, no charge will be reversed even if the original item is later returned.
- A charge of $15 will be accessed for a late return.
- Signature of the patron is required when the bag is returned and all the equipment is accounted for and accepted. The $25 deposit check is returned.

October 1, 2017

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1200 Locust Street | Boonville, MO 65233

City Of est. 1839
BOONVILLE
PUBLIC WORKS

660-822-5257 | Fax: 660-882-8218

MEMORANDUM

TO: Board of Public Works

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

DATE: October 19, 2017

RE: October 26, 2017 Meeting Cancellation

The Board of Public Works regularly scheduled meeting for Thursday, October 26, 2017 is cancelled.

M L Cauthon III

M. L. Cauthon III

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CITY OF BOONVILLE
STREET, ALLEY AND SANITATION BOARD
MEETING
October 25, 2017

The Street, Alley and Sanitation Board met at the City Services Building at 1200 Locust Street, 6:30 p.m., Wednesday, October 25, 2017.

Members present: Brad Spears, Wayne Jones, David Smith, and John Pasley. Also present M. L. Cauthon, Public Works Director.

Members absent or excused: Lewis Miller, Michael Stock, Council Representative

MINUTES: David Smith made a motion, seconded by Wayne Jones to approve the minutes of the May 31, 2017 meeting. The motion passed unanimously.

PUBLIC COMMENTS: Larry Kempf, 809 Shamrock Avenue, addressed the board requesting they consider recommending removal the stop signs on 3rd Street at Vine Street. Mr. Kempf's opinion was the stop signs were no longer necessary. He said the signs were installed years ago when there was a McGraw Edison / Toastmaster facility at 2nd and Vine Streets. The purpose of those stop signs were traffic control for employee traffic to and from the facility. The McGraw Edison / Toastmaster facility is long-gone. Mr. Kempf agreed with board members that if the stop signs on 3rd Street were to be removed a stop sign would have to be added eastbound on Vine Street.

OLD BUSINESS: None.

NEW BUSINESS: Consider recommending repeal of No Parking restriction on Bingham Road – M. L. Cauthon told the board of a recent citizen concern and complaint about a semi-tuck occasionally parking on the shoulder of Bingham Road. To address that concern, research by the City Counselor turned-up a 1978 ordinance restricting parking on both sides of Bingham Road from Main Street to 11th Street. After much discussion about the necessity of a parking restriction and the lack of a demonstrated problem on that portion of Bingham Road; David Smith made a motion, seconded by Wayne Jones to recommend the repeal of ordinance 2334, dated December 4, 1978. The motion passed unanimously.

MISCELLANEOUS: Board members requested that discussion of removing the stop signs on 3rd Street at Vine be on the agenda for the next meeting. They also requested that M. L. Cauthon ask the BPD for an opinion on removing the stop signs.

ADJOURN: With no further business, the meeting was adjourned at 7:06 PM with a motion by Brad Spears seconded by John Pasley. The motion passed unanimously.

Respectfully submitted,

M. L. Cauthon III

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Tim Carmichael

From: Elizabeth Davis <farmersdau@yahoo.com>
Sent: Tuesday, October 31, 2017 12:32 PM
To: Tim Carmichael; Elizabeth Davis
Subject: Re: fire board minutes

Fire Board Minutes

October 18, 2017

6:30 p.m.

Present: Chief Tim Carmichael, Bill Hildon, Ned Beach (Council Representative), Betty St. John, Danny Taff, John Klenklen, Liz Davis

Meeting called to order at 6:30 p.m.

There were no public comments.

Old Business:

A. New Rescue-mini pumper
Chief Carmichael reported that the chasee is at Springfield and the pumper is still expected to be delivered by end-of-year.

New Business:

A. Fire Prevention Week
Most of the Boonville schools were visited. Age-appropriate flyers were distributed and coloring books through grade five.
Bunceton was the only out-of-town school to request a visit.
Other materials were available for businesses, nursing homes, etc.
Chief Carmichael said materials had for the past 25 years been obtained by the National Fire Safety Council.

B. Pump, Ladder, and Aerial testing
Chief Carmichael said annual testing was required for pump and ladder testing. Boonville used a company out of Tennessee which tested Pilot Grove at the same time. This would probably be done in the next month or so.

Miscellaneous:

John Kleklen inquired about the tires. Chief Carmichael said tires weren't usually a problem.
Bill Hildon will be attending a fire/rescue conference on November 10.

Meeting adjourned at 6:45 p.m.

From: Tim Carmichael <tjc101@boonville-mo.org>
To: "farmersdau@yahoo.com" <farmersdau@yahoo.com>
Sent: Tuesday, October 31, 2017 7:15 AM
Subject: fire board minutes

Dr. Jim Gann
Director of Economic Development
City of Boonville, Missouri
401 Main Street
Boonville, MO 65233
660/882-4001-www.boonvillemo.org

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

Economic Development Report
October 19, 2017

1. **Follow up Items**
   a. Housing Summit
      i. Revised Invitation List (Handout)
      ii. Property tax comparison information from Wilbert (Handout)

2. **Missouri Partnership-Sourced Attraction Activities**
   a. **NEW – Project Columbus** – Heavy Manufacturing (Handout)
      i. No Response – Site size, existing building size
   b. **NEW – Project Bitsy** – Modular Structures Manufacturing (Handout)
      i. No Response – Ceiling height minimum requirements
   c. **NEW – Project Calcium** – Manufacturing (Handout)
      i. No Response – Proximity to carbon dioxide pipeline
   d. **NEW – Project Black Walnut** – Food Manufacturing (Spec Building) (Handout)
      i. MOPAR Feedback (Handout)
      ii. Support from Boone Co. (Handout)
   ~~e. **Project Charge** – Manufacturing (Nordyne Plant)~~
      ~~i. Communication from MOPAR – KC is now on short list (Handout)~~
   f. **Project Cold** – Manufacturing (Nordyne Plant)
      i. Project has been delayed – Note from MOPAR (Handout)
   g. **Project Aurora** – Clean Room Manufacturing (Nordyne Plant)
      i. No activity
   h. **Project 20** – Agricultural Manufacturing (Nordyne Plant)
      i. No activity
   i. **Project Tito** - Manufacturing (Nordyne Plant)
      i. No activity

3. **Locally-Sourced Attraction Activities**
   a. **Site Visit – technology company**
      i. Meeting on 10/13 with company principal.
   b. **Project POP** – (Biomaterials Processing)
      i. No Activity
   c. **Project Spring** – (Food Manufacturing)
      i. Site visit on 10/4. Toured Nordyne and Spec Building.
   d. **Project Switch** (Biomaterials Processing)
      i. Follow-up email exchanges between company and local farmer group
   e. **Project Sword** (Greenfield Major Tourism)
      i. No Activity
   f. **Project Bed** (Green Field or Kemper Campus) – Quasi-governmental service provider
      i. No Activity expected until May 2018 at the earliest
   g. **Project Pen** (Green Field) – Materials Processing
      i. Follow up telephone call indicates that company is working toward licensing and certification of a site in Boonville.

4. **Expansion/Retention Activities**
    a. No Activity

5. **Economic Gardening Activities**
    a. Heartland In the news – Midwest Energy News (Handout)

6. **Community Engagement Initiatives**
    a. Worked with a local entrepreneur on business transition

7. **Workforce Development**
    a. Higher Ed Strategy – BTEC/SFCC

8. **Kemper Campus**
    a. No Activity

9. **Other Matters**
    a. Shared Commercial Kitchens Listing (Handout)
    b. Follow-up on Amazon HQ2 Discussion (Handout)
    c. Activity on 2nd and Vine Toastmaster Property
    d. High activity with Nordyne property developer
    e. My MU schedule for Spring – Teaching in Business School

10. **Upcoming Activities**
    a. Currently in MEDC Conference in Columbia
    b.

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Notice of Special MEDC District 4 Meeting--Mark your Calendars

Please plan ahead to attend the next District 4 meeting that is scheduled for Thursday, December 7th, from 4:00-6:00 p.m. During this holiday gathering we will play host to DED Director Rob Dixon, as well as invited members of the DED staff. The event will be held at Canterbury Hills Winery, 1707 So. Summit Drive, Holt Summit (just north of Jefferson City).

We encourage you to invite senior elected officials from your local area to join us as well. It will be an opportunity to build and/or strengthen local relationships with the Department of Economic Development.

Allstate Consultants LLC has agreed to help offset some of the costs for the event, but we are asking for additional $100 sponsors to help defray costs. At this point, Jefferson City Chamber of Commerce and Rolla Regional Economic Commission have "signed on." Please contact either Jennifer Presberry or Cyndra Lorey about sponsorships.

Don't forget to mark your calendars and invite guests now, before holiday calendars fill up. An RSVP request will be sent out closer to the date.

Cyndra Lorey
Jennifer Presberry
MEDC District 4 Directors

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Activity Report: October 17, 2017

2017 Pool Season

The Pool is officially closed for the 2017 Season. Attendance, concessions and other information is included in this report. The pool has been winterized and buttoned up for the season.

Project Pele

Work continues the soccer fields located on the Boonville High School campus. Most of the sewer and water lines have been put in, irrigation and seeding has occurred on the practice field. Lighting and turf will begin in late November and carry on as long as weather allows.

Parks crews poured the triple jump/long jump runway and the pole vault runway. Once plans have been finalized and reviewed, we will also pour the curbing required for the discuss cage.

Baseball/ Softball Season

The scoreboard for Twillman field has been installed. Baseball season is winding down for the clubs who have utilized our fields this fall.

Softball at Rolling Hills is completed for the season.

Tree Trimming/ Park Maintenance

The park crew has finished up the construction street work for the season. Our lawn mowing crew is slowing down, but tree trimming and leaf clean up will begin shortly. Crews are also looking at the restrooms and other building in the parks to see what work needs to be done during the winter.

The City awarded the tree trimming contract to A Cut Above, Newt McGuire. Work has already started and he should be completed by the end of November.

Flowers

The last day for the gardeners will be Friday, October 27th. They boxes are being pulled on Main Street. The City will winter some of the plants for next year. The flowers at all the parks looked beautiful, the gardeners did a great job keeping Boonville in bloom this year.

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