

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

October 2, 2017 7:00 p.m.

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

VOLUME 1 OF 2

I. Call to Order – Pledge and Prayer (Ned Beach)

II. Roll Call

III. Hearing of Citizens' Comments

- Dan Buckley, General Manager of Advanced Disposal – Annual Report

IV. Approval of the Minutes of the September 18, 2017 Council Meeting

V. Consent Items

- Consider Pay Request No. 5 from Cody Martin Excavating, LLC in the amount of \$70,400.52 for Soccer Fields Grading and Retaining Wall Improvements
- Consider Change Order No. 2 from Cody Martin Excavating LLC in the amount of <\$24,290.06> CREDIT for Soccer Fields Grading and Retaining Wall Improvements

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- Second Reading of Bill No. 2017-029 Amending Chapter 10 Licenses and Taxation
- First and Second Reading of Bill No. 2017-031 Authorizing an Agreement with Qualite Sports Lighting, LLC for Lighting of 6 Fields at Soccer Complex
- First and Second Reading of Bill No. 2017-032 Authorizing an Agreement with Simply Bright Ideas, Inc. for Lighting of Walking Trail at Soccer Complex

VIII. New Business

- First Reading of Bill No. 2017-030 Amending Ordinance No. 4073 the 2007 Video Services Providers Act

IX. Reports of Standing Committees

- Parks and Recreation Board – September 19, 2017 (Vanessa Dorman)
- Industrial Development Authority – August 17, 2017 (Steve Young)
- Municipal Facilities Authority – August 17, 2017 (Steve Young)
- Housing Authority – September 12, 2017 (Morris Carter)
- Street, Alley, and Sanitation Board – September 27, 2017 (Michael Stock)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

Economic Developer

- September 21, 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.



September 20, 2017

Mr. Irl Tessendorf
City Administrator
City of Boonville

2016 Annual Performance Review

Dear Mr. Tessendorf,

The following is the Annual report for the City of Boonville contracted agreement with Advanced Disposal Services for 2016. We now have a staff of 12 drivers and as of Oct. 1st 2 maintenance technicians. Brandy Marshall-O'Bryan continues as our local dispatcher along with Mike Lagle & Scott White running transfer operations. Justin Hicks is still the local Operations Manager and Dan Buckley has been Northern Missouri General Manager since 2012. Current total headcount for Boonville facility is currently 18 employees with the majority Boonville residents.

Manager Performance Report of operational, financial, quality and service indicators are as follows:

Operational

Total Tonnage

2015	TONS
QTR 1	4252.09
QTR 2	4674.39
QTR 3	4559.15
QTR 4	4296.09
TOTAL	17,781.72

2017	TONS
QTR 1	4918.92
QTR 2	5385.00
QTR 3	
QTR 4	
TOTAL	10,303.92

2016	TONS
QTR 1	4266.71
QTR 2	4709.15
QTR 3	6275.18
QTR 4	5200.30
FORECAST	20,451.34

Financial

Total payments to City of Boonville under Paragraph D. (Royalty Payments) of Agreement 2016:

\$39,297.49

\$48,060.30 2016

\$24,729.41 2017 (through June 2017)

5% of total residential billing & commercial City billed is retained by City of Boonville.

Quality

Total Average # of Units per month 2016 2810 serviced weekly

Average # of units does not reflect multi-unit properties collected within the city limits.

23 Missed pick up calls in 2016, total customers provided services in 2016 was 146,120 (0.1%)

MDNR Regulations

All MDNR inspections found Boonville TS **in compliance** throughout 2016 as well as the 1st, 2nd & 3rd quarter inspections in 2017.

Safety

Advanced Disposal continues to work towards a goal of 'Zero' incidents or accidents. We continue to live by our safety culture with the motto 'Driven to Deliver – Service First, Safety Always'. We continuously train our employees on a weekly basis with morning safety huddles everyday. Our programs still include New Hire Orientation Training, Smith System Driver Training, Drive Cam Coaching, 10 Days Behind the Wheel Training before route assignment along with Weekly safety training on OSHA, DOT and other topics related to our business. 2016 was a very successful year with 3 OSHA incidents very minimal recordable only and 1 auto liability incident in total.

Respectfully,

Dan Buckley

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting
Minutes
September 18, 2017

The Boonville City Council met in Regular Session on September 18, 2017 at 7:00 p.m. in the Council Chambers. The following officers were present: Julie Thacher, Mayor; Irl Tessendorf, City Administrator; Charissa Mayes, City Counselor; and Teresa Studley, City Clerk.

CALL TO ORDER – PLEDGE AND PRAYER

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

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

- Matt Schneringer – YMCA

Mr. Matt Schneringer, CEO of Boonslick Heartland YMCA, updated the Council on the programs that are provided to the community through the YMCA. Mr. Schneringer provided all with a Fall Program Guide which are mailed out periodically throughout the year. He updated the Council on the new staff that has been recently hired. Mr. Schneringer stated that the YMCA recently purchased the Stepping Stones Daycare, across from Cooper County Hospital. He stated that across the country, the YMCA is the largest daycare provider. He stated that the new daycare facility includes serving low income families, which is approximately 1/3 of the children. He updated the Council on the statics of the people that the YMCA is serving. Mr. Schneringer stated that the Summer Camp Program has increase by 30% from last year's totals. He stated that the YMCA has expanded their services to Howard County. Mr. Schneringer advised that the YMCA is doing very well. Mayor Thacher congratulated the YMCA for their continued growth over the years. Mayor Thacher also stated that she enjoyed the photographs in the Boonville Daily News, of the children that participated in the Summer Camp Program.

- Laura Wax – Chamber of Commerce

Ms. Laura Wax, Director of the Chamber of Commerce, and Jim Niederjohn from the Chamber of Commerce came before the Council to update them on the proposed street closure

change for the 2018 Heritage Days Festival. The proposal of the street closure change was included in the council packet. Ms. Wax explained the proposed changes to the Council. She feels that the changes will bring community togetherness and bring the carnival up with the rest of the festivities. Ms. Wax advised this carnival company has been coming to the festival for 28 years. The carnival company feels that they are losing business since they are away from the rest of the festivities. Mr. Niederjohn stated that they wanted to come before the Council to see if there were any potential problems with the proposed move, or if the Council had any questions. Mr. Niederjohn mentioned that the Chamber contacted Tiger Feed and Zeitlow Distributing since it would affect their businesses that weekend, and the businesses were in favor of the proposed change. Mr. Carter stated that the City has been considering continuing the development of the 2nd Street Corridor with intentions to move festivals to that location to keep from having to close off streets, etc. Ms. Wax understood that this was the City's intention however, she feels that having the festival downtown will give the downtown business owners more business. Ms. Wax expressed her concerns with the parking problem at the Kemper Campus/2nd Street Corridor and there is currently very little power accessibility for the vendors etc. Mr. Carter stated that with the intended continued development, there is a plan to get more power to the Kemper Campus/2nd Street Corridor with the intentions of making it more accessible for festivals. The plan is that all the accessibilities that are downtown, will be supplied at the 2nd Street Corridor; and also the City should not have the traffic problems that the festival will cause. Ms. Wax stated that if the Council has an issue with the proposed street closure, this would give the Chamber plenty of time to go back and modify the location of the festival. Ms. Laura Gramlich, member of the Chamber of Commerce, stated that one of the problems with having the festival at the Kemper Campus is the lack of parking and the need for more staff at Kemper Campus entry gates to keep people from coming in, keeping a fire lane open for emergencies. Mr. Beach stated that at this time, the Kemper Campus/2nd Street Corridor is not developed and there is a good chance that the area will not be completed within the next 9 months, which is the planned date for the festival. Mr. Beach advised that the potential for Kemper Campus/2nd Street Corridor is very strong as long as it is developed correctly. Mr. Beach asked that the Chamber to keep in mind, for the future, that the Kemper Campus/2nd Street Corridor development is the planned location for future festivals, once it is developed. Mr. Beach feels that the development will still not be completed by the June 2018 festival, therefore making this a mute issue. After brief discussion, Mayor Thacher feels that the Chamber should proceed with the planning of the festival at the downtown locations and if the signatures for the proposed street closure cannot be collected, then there may need to be some changes to these plans. Mayor Thacher stated that nothing is set in stone. Mayor Thacher stated that the development for the 2nd Street Corridor needs to be properly planned for and at this time there is nothing on paper. It will take a while to develop the area and the City wants to do it properly. Mayor Thacher stated that she feels that the Chamber can move forward with the proposed plan for the 2018 Heritage Days Festival. Mayor Thacher stated that unless she hears strong opposition to the plan, let the City know what the plan is and Mayor Thacher looks forward to the Chamber coming back to the Council for the official street closure request.

APPROVAL OF THE MINUTES OF THE AUGUST 22, 2017 & SEPTEMBER 5, 2017 COUNCIL MEETINGS

The minutes for both meetings were approved as presented.

CONSENT ITEMS

The following Consent Item was presented for approval:

- a. Consider Pay Request No. 4 from Cody Martin Excavating, LLC in the amount of \$75,340.46 for Soccer Fields Grading and Retaining Wall Improvements

Mr. Carter moved and Mr. Beach seconded the motion to approve the Consent Item. Roll call was taken. Ayes: Meadows, Beach, Hurt, Carter, Venable, Dorman, and Young. Total (7). Opposed: None. Total (0). Absent: Stock. Total (1). Motion Carried.

PRESENTATION OF ACCOUNTS AND CLAIMS

- **Totals Originally for September 5, 2017**

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

- **Totals for September 18, 2017**

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

FIRST AND SECOND READING OF BILL NO. 2017-027 AUTHORIZING EXECUTION OF STATE GRANT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR AIRPORT IMPROVEMENTS

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

FIRST AND SECOND READING OF BILL NO. 2017-028 AUTHORIZING AN AGREEMENT WITH H.W. LOCHNER FOR CONSULTANT SERVICES FOR AIRPORT IMPROVEMENTS AT JESSE VIERTEL MEMORIAL AIRPORT

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

FIRST READING OF BILL NO. 2017-029 AMENDING CHAPTER 10 LICENSES AND TAXATION

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

REPORTS OF STANDING COMMITTEES

STREET, ALLEY, AND SANITATION BOARD – AUGUST 28, 2017

Mayor Thacher advised the meeting was cancelled.

BOARD OF PUBLIC WORKS – AUGUST 31, 2017

Ms. Meadows advised that the Board approved bills, elected a new chairman, and Mr. Cauthon reported on Disinfection by Product samples. Mayor Thacher noted that Ed Scrivner, the new chairman, is replacing Mr. Wade Davis. Mr. Davis has been on the Board since the 1970's. The exact date is unknown. Mayor Thacher stated that the City owes Mr. Davis a great deal of gratitude for his service.

TOURISM COMMISSION – SEPTEMBER 12, 2017

Mr. Carter stated that it was a good meeting and the Tourism Center is growing. The main item discussed was how everyone was treated while they were visiting the City of Boonville for the eclipse. Mr. Carter stated that the crowds were much bigger than realized, with many locations full of people viewing the eclipse. Mr. Carter thanked the Tourism Center and the City Employees for all their hard work during the eclipse. Mr. Carter stated that the development of the 2nd Street Corridor was also mentioned with everyone in favor of the future development. The minutes noted an attachment with the official recap from the eclipse with Mr. Beach and Ms. Meadows requesting that they be sent those totals.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

- Code Enforcement Update

Mr. Tessendorf asked Ms. Fjell or Ms. Mayes to update the Council on the Code Enforcement efforts. Ms. Mayes directed the Council's attention to the Code Enforcement Update 09/05/2017 included in the council packet. Ms. Mayes informed the Council of the cases that have an upcoming court date, cases that have been dismissed due to compliance, and of cases that have been withdrawn due to no current violations. Mayor Thacher commented that she has had many comments from constituents in reference to how nice Boonville looks and she feels that the City of Boonville is making a noticeable difference with code enforcement. Ms. Fjell commented that Ms. Mayes should get much of the credit for the progress because of her moving forward with taking some of these cases to court. She feels that much of the compliance is due to that.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

CITY CLERK

No report was offered.

MISCELLANEOUS

None.

ADJOURN

With no further discussion, Mr. Carter moved and Ms. Dorman seconded the motion to adjourn at 7:37 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Julie Thacher, Mayor

20-01-3071

APPLICATION AND CERTIFICATE FOR PAYMENT (PAY ESTIMATE)

 Original 1 of 6
 Page 1 of 2

PROJECT NO: 454-264

Soccer Fields Grading and Retaining Wall Improvements

CONTRACTOR: Cody Martin Excavating, LLC

OWNER: City Of Boonville MO

APPLICATION NO: 5

APPLICATION DATE: 2-Oct-17

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:

\$466,637.95

RETAINAGE 10%:

\$46,663.80

TOTAL EARNED LESS RETAINAGE:

\$419,974.15

LESS PREVIOUS CERTIFICATES OF PAYMENT:

\$349,573.63

CURRENT PAYMENT DUE:

\$70,400.52

CONTRACT TIME LIMIT DATE:

September 29, 2017

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.

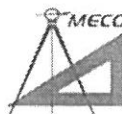
CONTRACTOR:

BY: Cody MartinDATE: 9-21-17

OWNER:

BY: _____

ENGINEER:

BY: B. Hagan
 MECO ENGINEERING COMPANY, INC.
 ENGINEERS * SURVEYORS

 2701 INDUSTRIAL DRIVE
 JEFFERSON CITY, MO 65109

(573)893-5558

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

NET CHANGE BY CHANGE ORDERS: \$66,640.23

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 \$ 70,400.52
 (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. 2
Project No. 454-254 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 9: Eliminating wall # 2

Line item 11 through 24: Part of the Storm Water Contract was given back to the City to construct

Line item 25: Unsuitable Material was underneath the subgrade of Field # 1 and replaced with acceptable backfill

II. Cost of work affected by this Change Order:

Item No.	Item Description	Bid Amount			Previous Change Order		This Change Order			Revised Contract	
		Quantity/Units	Unit Price	Value	C.O. #	Quantity Changed	Increase Qty Decrease Qty	Amount Added or Deducted		Quantity/Unit	Total
9	Concrete Retaining Walls	1.0 LS	\$91,688.00	\$91,688.00			1.0 LS	-\$16,068.00		1.0 LS	\$75,620.00
	A. Mobilization (\$3,500)										
	B. Grading (\$4,100)										
	C. Testing (\$1,200)										
	D. Gravel 360 tons @ 16.00 per ton (\$2,080)										
	E. Steel (\$5,000)										
	F. Concrete 118 Yards @ 110.00 per Yard (\$12,980)										
	G. Pump Truck (\$1,800)										
	H. Pipe (\$710)										
	I. Labor (\$33,000)										
	J. Rentals (\$6,000)										
	K. Materials Purchase (lumber, ties etc) (\$5,250)										
11	4'x4' Junction Box	2.0 EA	\$2,506.35	\$5,012.70			-2.0 EA	-\$5,012.70		0.0 EA	\$0.00
12	4'x4' Area Inlet	1.0 EA	\$2,051.58	\$2,051.58			-1.0 EA	-\$2,051.58		0.0 EA	\$0.00
13	24" HDPE In Place	40.6 LF	\$32.50	\$1,319.50			-40.6 LF	-\$1,319.50		0.0 LF	\$0.00
14	30" HDPE In Place	446.9 LF	\$46.20	\$20,646.78			-446.9 LF	-\$20,646.78		0.0 LF	\$0.00
15	Concrete Pipe Anchors	4.0 EA	\$250.00	\$1,000.00			-4.0 EA	-\$1,000.00		0.0 EA	\$0.00
18	Stormwater Headwall	1.0 LS	\$5,775.00	\$5,775.00			-1.0 LS	-\$5,775.00		0.0 LS	\$0.00
24	Piping and Fittings for New Drainage Connection										
	A. 6" SCH 40 PVC		\$15.75		1	120.0 LF	-120.0 LF	-\$1,890.00		0.0 LF	\$0.00
	B. Cleanouts		\$37.50		1	2.0 EA	-2.0 EA	-\$75.00		0.0 EA	\$0.00
	C. Connections to Existing Field Underdrains		\$20.75		1	2.0 EA	-2.0 EA	-\$41.50		0.0 EA	\$0.00
	D. Connections to Proposed 30" HDPE		\$150.00		1	1.0 EA	-1.0 EA	-\$150.00		0.0 EA	\$0.00
26	Field #1 Unsuitable Material Excavation and Backfill for Unsuitable Excavation										
	A. Crawler Loader 953 C		\$155.00				57.0 HRS	\$8,835.00		57.0 HRS	\$8,835.00
	B. D6H Cat Dozer		\$155.00				18.5 HRS	\$2,867.50		18.5 HRS	\$2,867.50
	C. JD Tractor w/ 21 Yards Scraper		\$195.00				17.0 HRS	\$3,315.00		17.0 HRS	\$3,315.00
	D. Cat Challenger w/ 21 Yards Scraper		\$195.00				75.5 HRS	\$14,722.50		75.5 HRS	\$14,722.50
	70 additional days for Field # 7										
	Total This Sheet:							(\$24,290.05)			

1. Original Contract Amount:	\$537,637.97
2. Add or Deduct This Order Totals:	(\$24,290.05)
3. Add or Deduct Previous: (Line 4 of previous order)	\$90,930.29
4. Total Add or Deduct to Date (2+3):	\$66,640.23
5. Revised Contract Amount (1+4):	\$604,278.20

Recommended: [Signature] 9/22/17
Engineer - MECO Engineering Company Date Date

Ordered: Owner Date Date
[Signature] 9-21-17
Accepted: Contractor Date Date

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 October 2, 2017 the sum of **\$728,860.41**

General Fund	\$354,107.39
Sanitation	\$58,457.04
CIP Tax	\$13,597.00
Water Works	\$128,375.78
Capital Projects	\$849.04
Waste Water	\$75,415.47
Tourism	\$10,307.06
Gaming	\$18,757.29
Parks/Water	\$68,994.34

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 **\$728,860.41** 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 October 2, 2017 read for the second time this 2nd day of October 2017 since a copy was made available prior to the meeting.

Approved October 2, 2017 _____
Mayor

Endorsed October 2, 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. 2017-031

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING EXECUTION OF THE CONTRACT WITH QUALITE SPORTS LIGHTING, LLC FOR PURCHASE AND INSTALLATION OF THE LED SPORTS LIGHTING SYSTEM FOR 6 FIELDS AT THE CITY SOCCER COMPLEX AT BOONVILLE HIGH SCHOOL

WHEREAS, Qualite Sports Lighting, LLC was selected by the Council as the vendor for the LED sports lighting system at the soccer complex under construction at the high school; and

WHEREAS, the parties have spent several weeks designing and developing the final plans for layout and installation of the field lighting system and negotiating the terms and conditions under which the components will be delivered, installed and warranted by the company; and

WHEREAS, the attached contract, marked **Exhibit A**, embodies the full agreement by and between Qualite Sports Lighting, LLC and the City for the completion of this part of the soccer complex project.

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

SECTION 1: That the City of Boonville, Missouri hereby authorizes the Mayor to execute on its behalf the contract with Qualite Sports Lighting, LLC attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance authorizing execution of the contract is effective immediately, and the attached contract shall be executed by the City such that it will take effect and be in full force from and after the date on which it has been signed by both parties.

FIRST AND SECOND READING: October 2, 2017

READ FOR THE SECOND TIME AND PASSED THIS 2nd DAY OF OCTOBER, 2017 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 2nd DAY OF OCTOBER, 2017

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

**CONTRACT FOR INSTALLATION OF LED LIGHTING SYSTEM AND
ELECTRICAL ADDERS TO FIVE (5) SOCCER FIELDS AND ONE (1) MIXED
USE ATHLETIC FIELD AT THE CITY SOCCER COMPLEX AT BOONVILLE
HIGH SCHOOL**

THIS CONTRACT, made and entered into this _____ day of October, 2017, by and between Qualite Sports Lighting, LLC, a Michigan limited liability company duly registered with the State of Missouri, whose legal address is 215 West Mechanic Street, Hillsdale, Michigan 49242, which company shall hereinafter be referred to as CONTRACTOR; and the City of Boonville, a Missouri municipal corporation, organized and existing as a third class city, hereinafter referred as the CITY;

WITNESSETH:

For and in consideration of the mutual promises and covenants hereinafter made, the CONTRACTOR and CITY mutually agree as follows:

1. SCOPE OF WORK

1.1 CONTRACTOR agrees to furnish, install and construct all components of the Qualite LED GameChanger System on Qualite poles for all six (6) fields at the soccer complex at Boonville High School, which is to include Electrical Adders from Reinhold Electric (as subcontractor for Qualite Sports Lighting, LLC). CONTRACTOR warrants that the price herein is for turn-key service and final installation and acknowledges that CONTRACTOR will begin this project as soon as possible, at the designated work site, which is understood to be sub-grade at the outset.

1.2 All work set forth in this Agreement is to be performed by CONTRACTOR in an expeditious, diligent, and workmanlike fashion with all labor, materials, equipment, and services necessary to complete it being provided by CONTRACTOR in full accord with all representations in the project submittal packet with incorporated drawings, product specifications, warranties and other materials contained in attachments A through L along with CONTRACTOR's price proposal/scope of work dated 8/28/17 (Design QL# 18832 D25) with 25-year warranty on lighting and lifetime warranted concrete PLUS Electrical Adders dated 9/14/17 and reasonably inferable from those project materials. The price proposal, scope of work, and adders are marked as Exhibit 1 (attached) and incorporated by reference as if fully set forth in this contract.

2. PRICE

2.1 Price is the full compensation for performance by the CONTRACTOR of the work and delivery of the other goods and services specified above. The CITY shall pay the sum of Nine Hundred Eight Thousand, Nine Hundred Ninety Dollars (\$908,990).

2.2 CONTRACTOR shall fully perform all work described in this and other project documents associated with and included with the project submittal packet, along with the scope of work and adders submitted on and before September 14, 2017. All work under this Agreement shall be finished and delivered to the specifications herein and according to the associated design/drawings in the specification packet.

3. CONTRACT TIME

Commencement date: Work under this agreement shall commence on or after the CONTRACTOR's receipt of the CITY's written notice to proceed.

Substantial Completion: 180 working days from the notice to proceed.

Payment terms: CONTRACTOR shall submit requests for progress payments to be reviewed and approved by the CITY. CITY shall retain 5% of the total value of this Agreement until completion and acceptance of all work subject to this contract and delivery of certificates and documents required under this Agreement.

3.1 Liquidated damages based on the substantial completion date shall apply. As the CITY will incur and suffer damages which are difficult to determine and specify, in the event the project described in CONTRACTOR's proposals and scope of work is not agreed as substantially complete by the date listed above, as may be amended by subsequent Change Order, CONTRACTOR will pay the CITY Five Hundred Dollars (\$500) per day as liquidated damages for each day beyond the substantial completion date that work must continue for CONTRACTOR to meet all of its obligations under this Agreement.

3.2 Liquidated damages and other remedies shall not apply when CONTRACTOR is not at fault for delays due to circumstances over which CONTRACTOR has no control such as acts or omissions by the CITY that change the flow and sequencing of the work, discovery of hazardous materials or concealed or unknown conditions, delays authorized by the CITY pending dispute resolution with the CITY, unforeseeable transportation delays, labor disputes which are out of the control of CONTRACTOR, adverse weather conditions which could not be reasonably anticipated or natural disaster.

4. SITE ACCEPTANCE

4.1 It is understood and agreed that the CONTRACTOR has, by careful examination and consultation with the City engineers, satisfied itself as to the nature and location of the work, the condition of the ground, the character, quality and condition of the materials and infrastructure to be encountered and the equipment, and facilities needed before, during and in order to finish and complete the work set forth in the scope stated herein. It is expressly understood by the CONTRACTOR that no verbal commitment or understanding with any officer, agent or employee of the CITY shall affect or modify any of the terms, conditions, or

obligations contained in this Agreement or the affiliated Qualite project submittals signed by Simply Bright Ideas, Inc. as official representative of Qualite.

4.2 The CONTRACTOR has informed itself fully as to the conditions relating to the construction and labor under which the work will be performed and agrees, as far as possible, to employ such methods and means in carrying the work as will not cause interruption or interference with any other contractor or the CITY working on or adjacent to any of the fields identified in this document.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 The CONTRACTOR shall provide and pay for labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities necessary to execute, complete and deliver the work within the specified time.

5.2 CONTRACTOR shall be responsible for supervision and coordination of the work, including selection and implementation of the means, methods, techniques, sequences and procedures to use in achieving quality work and a first-rate lighting system.

5.3 CONTRACTOR shall be responsible for securing a City business license and obtaining all permits, licenses, and renewals to keep the project moving and to maintain compliance with all applicable government regulations.

5.4 CONTRACTOR shall be responsible for payment of all applicable taxes associated with the materials, work and merchandise to be delivered under this Agreement. A tax exempt certificate will be provided by the CITY for use in securing available tax exemptions, to be used at CONTRACTOR's discretion.

5.5 The CONTRACTOR shall secure and maintain such insurance policies as will protect itself, its subcontractors, the School District and the CITY from claims from bodily injuries, death or property damage which may arise from the operations under this contract, whether such operations be by the CONTRACTOR or by any subcontractor, employee, or agent.

5.6 The CONTRACTOR shall be responsible for and shall pay for any royalties or license fees and shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold CITY harmless from loss on account thereof.

5.7 Adequate sanitary conveniences for the use of persons employed on the work of this contract shall be procured, installed and maintained by the CONTRACTOR for the comfort and convenience of its employees without nuisance to the surrounding occupants of the land. All such temporary stations shall be removed from the premises, along with any trash, debris or litter.

5.8 The CONTRACTOR shall conduct all work in such a manner so as not to endanger existing utilities, whether shown on drawings or not. The CONTRACTOR shall bear the costs of repairs or damages resulting from its own carelessness, lack of due diligence or neglect in locating and protecting utilities.

6: CITY'S RESPONSIBILITIES

6.1 While the CITY will assist with getting CONTRACTOR the most optimally free work zones to carry out this project, either CITY or the School District or both may elect to perform work at the site. CITY and CONTRACTOR agree to work together, and coordinate with the School District when necessary, to agree upon fair and reasonable schedules and operational procedures for other work activities at the site, if others besides CONTRACTOR will require access for purposes besides mere observation. Contract price and time may be equitably adjusted in accordance with the Agreement for any changes in work flow that must be made by CONTRACTOR in order to coordinate other construction activities and schedules affecting the project described and provided for herein.

6.2 Any work necessary to be performed after regular work hours, on Sundays or legal holidays, shall be performed without additional expense to the CITY.

6.3 CITY shall provide the lands upon which the work under this contract is to be done and the rights of access to same. Any delay or interruption in the furnishing of or access to these lands by the CITY shall be deemed proper cause for an adjustment to the time of completion by the CONTRACTOR.

7. MISCELLANEOUS

Safety: CONTRACTOR shall have overall responsibility for safety precautions and programs implemented in the performance of the work for which CONTRACTOR has been hired and agrees to take responsibility and all reasonable measures to make sure subcontractors, including Reinhold Electric and any others engaged on the project, will likewise be responsible for the safety of persons and/or property under their control while working on the project and for compliance with applicable laws. CONTRACTOR agrees to take such commercially reasonable measures as will protect its employees and other persons at the work site and materials, property and equipment from any loss, injury or damage during construction, whether persons or property at the site are part of the project or not.

Hazardous materials or contamination: Any hazardous material (as is now or may be hereafter identified under any federal, state or local law or regulation as requiring special handling, cleanup or remediation) will not be the responsibility of the CONTRACTOR so long as it was not brought to or created by any of CONTRACTOR's activity on the work premises.

8. WARRANTIES

8.1 CONTRACTOR warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and delivered in conformance with the Agreement and project documents and specifications submitted to the CITY. All goods provided shall be free from defective workmanship and materials and all work done under this Agreement shall be without material defects not intrinsic in the design or materials required under the contract documents. CONTRACTOR's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the CITY or others, or abuse. CONTRACTOR's warranty shall commence on the date of Substantial Completion of the Work, or of a designated portion thereof.

8.2 To the extent products, equipment, systems or materials incorporated in the work are specified and purchased by the CITY, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties that extend beyond the description on the face of any such warranty.

8.3 CONTRACTOR shall obtain from its Subcontractors and Suppliers any special or extended warranties required by this Agreement and other contract documents provided to the CITY. CONTRACTOR's liability for such warranties and extensions shall be limited to the one-year correction period provided for in the section below. After that period, CONTRACTOR shall provide reasonable assistance to the CITY in securing compliance with the obligations of Subcontractors and Suppliers for such extended warranties. CONTRACTOR expressly agrees to provide the CITY with all documents necessary and convenient for the CITY to secure the full protection of the Qualite 25-year warranty and the Lifetime Warranted concrete as described in the Scope of Work Price Proposal.

8.4 If, prior to the Date of Substantial Completion and within one year thereafter, any portion of the work secured under this Agreement is found to be non-conforming with the proposal accepted by the CITY and promised under this Agreement, CITY shall promptly notify the CONTRACTOR of the defect(s) in writing. Unless CITY also provides written acceptance of the non-conforming condition for negotiated consideration, CONTRACTOR shall promptly correct any defects at its own cost of time, labor and materials required.

9. SCHEDULE OF WORK

9.1 Before submitting its first application for payment, CONTRACTOR shall submit a tentative schedule of work, showing the dates on which the CONTRACTOR expects to begin and to complete various portions of the project. CONTRACTOR shall coordinate the sequencing of work with the CITY. The CITY will make every effort to ensure that there is

minimal interference with the CONTRACTOR's plans or personnel as they are expected to be located according to the tentative schedule. In the event there is undue interference with the scheduled work, CONTRACTOR may seek equitable adjustment of time and/or price to offset the cost of unexpected delays.

9.2 CONTRACTOR may request or CITY may order changes to the work or to the timing and sequencing of the work that impacts the contract price and time, which shall be formalized in a Change Order. The parties shall undertake good faith negotiation to arrive at a mutually satisfactory Change Order when the need arises, and the CITY shall not unreasonably withhold its authorization of a negotiated Change Order.

9.3 CONTRACTOR submittals identifying completion of certain portions of the work identified herein shall identify, in writing, any changes, deviations, or substitutions from the requirements of the contract as contained in this document and CONTRACTOR's project submittal packet. The acceptance or approval of any of CONTRACTOR's progress submittals for the project shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the project documents unless a Change Order has been submitted and approved by the City Administrator or his designee.

9.4 CONTRACTOR shall regularly remove debris and waste materials from the worksite as such items are discarded and no longer useful to the advancement of the goals of completing the project. CONTRACTOR shall minimize dust and debris resulting from its work, and at the completion of its work, shall remove all construction equipment, tools, surplus materials, waste materials and other debris.

10. PAYMENTS

10.1 The CITY may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the CITY from loss or damage based upon the following occurrences:

10.2 CONTRACTOR's repeated failure to perform work as required under the contract documents and specifications;

10.3 Loss or damage to the CITY or the School District arising out of or relating to this Agreement and caused by the CONTRACTOR. The CITY may also adjust or delay payment when written notice is received by CITY and/or CONTRACTOR that there is any other person or entity to whom the CONTRACTOR or the CITY may be liable for an act or event occurring in connection with the Agreement;

10.4 CONTRACTOR's failure to properly pay Subcontractors or Suppliers following receipt of payment from the CITY for that portion of the work or supplies;

10.5 Rejected or defective work not corrected with deliberate speed after notice of such condition;

10.6 Reasonable evidence of substantial delay in the completion of the lighting system installation project such that the work will not be completed under the contract time or a written stipulated extension of it signed by both parties;

10.7 Reasonable evidence demonstrating that the unpaid balance of the contract price is insufficient to fund the cost of the completion of the work yet to be performed;

10.8 Uninsured third-party claims involving the CONTRACTOR, or reasonable evidence demonstrating that third party claims are likely to be filed or demands made, unless and until the CONTRACTOR furnishes the CITY with adequate security in the form of a security bond, letter of credit, or other collateral or commitment sufficient to discharge such claims, if established.

10.9 No later than seven (7) days after receipt of an application for payment, CITY shall give written notice to the CONTRACTOR disapproving or partially disapproving the amount requested, specifying the reason(s) for refusal or amendment of the payment request as listed above. Once the reason for non-payment has been removed or cured, payment shall be made of all amounts previously withheld.

10.10 If for any reason, which is not the fault of the CONTRACTOR, payment is not received from the CITY within thirty (30) days of the time it is requested of the CITY in writing, and upon additional written notice of such past due balance having been served to the CITY for at least three (3) additional business days, CONTRACTOR may stop work until such payment is received without suffering any prejudice in its rights and other remedies under this Agreement. If the CONTRACTOR incurs costs or is delayed as a result of such an authorized work stoppage and any attendant shutdown, delay or restart, CONTRACTOR may seek an equitable adjustment of the contract price or contract time.

10.11 When the substantial completion of the work or some designated portion thereof is achieved, CONTRACTOR shall prepare a Certificate of Substantial Completion that shall establish a rebuttable presumption as to the date that the work has been completed.

10.12 Upon acceptance by the CITY of the Certificate of Substantial Completion, the CITY shall pay to the CONTRACTOR the remaining retainage held by the CITY for the work described in the Certificate of Substantial Completion less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting the remaining items on that part of the work, as agreed to by the CITY and CONTRACTOR, as necessary to achieve final completion. Uncompleted items shall be completed by the CONTRACTOR in a mutually agreed timeframe. CITY shall pay the CONTRACTOR monthly out of the retainage balance as items are completed and accepted as finished by the CITY.

10.13 In the case of underpayment of wages by the CONTRACTOR or by any subcontractors or laborers or mechanics employed by the CONTRACTOR or subcontractor for the work

covered by this contract, the CITY may withhold from the CONTRACTOR as much of any payments owed to it to cover the full amount of wages required to be paid them.

11. COMPLIANCE WITH PREVAILING WAGE

11.1 This contract is made and entered with full understanding by the CONTRACTOR that it and its subcontractors are required to pay wage rates not less than the prevailing hourly wage rate for each craft or classification of workmen engaged on the work as determined by the Labor and Industrial Commission of the State of Missouri, on behalf of the U.S. Department of Labor and Industrial Relations.

11.2 The CONTRACTOR shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

11.3 The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any workman in any particular period of time.

11.4 The CONTRACTOR and each Subcontractor shall keep an accurate record showing the names, occupations and crafts of all workmen employed, together with the number of hours worked by each workman and the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Labor and Industrial Commission of Missouri and to the CITY. The payroll records shall not be destroyed or removed from the state for at least one year after completion of the work and must be submitted to the CITY with each pay request.

11.5 Pursuant to Section 290.250 RSMo, the CONTRACTOR shall forfeit to the CITY, as a penalty, ten dollars (\$10.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the stipulated rates for any work done under the contract, by him or by any subcontractor under him.

12. INDEMNITY, INSURANCE, AND BONDS

12.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, CITY'S officers, directors, agents, officials, consultants, employees, engineers and others (the Indemnitees) from all claims for bodily injury and property damage, other than to the work itself, and other property insured, including reasonable attorney fees, costs and expenses, that may arise from the performance of the work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of the CONTRACTOR or anyone employed directly or indirectly by the CONTRACTOR.

12.2 To the fullest extent permitted by law, the CITY shall indemnify and hold harmless CONTRACTOR, its officers, agents, directors, members, consultants, employees and subcontractors from all claims for bodily injury and property damage, other than property insured, including reasonable attorney fees, costs and expenses that may arise from the performance of work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of and by the CITY.

12.3 The CITY has reviewed and accepted all insurance and bonding information contained in the program binder submitted for CITY's consideration and approval of the best and final project proposal and hereby accepts them as sufficient for this project. CONTRACTOR shall provide written notice to the CITY, at its earliest knowledge, of any changes to insurance or bond status.

12.4 No limitation on Liability: In any and all claims against the Indemnitees by any employee of the CONTRACTOR, either directly or indirectly employed by the CONTRACTOR, or anyone for whose acts or omissions the CONTRACTOR may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

12.5 To the extent commercially available to the CONTRACTOR from its insurance company, insurance policies required under this Agreement and demonstrated to the CITY in the Certificate of Liability Insurance in the CONTRACTOR's proposal, must give the CITY written notice, in paper format, thirty (30) days before coverage is nonrenewed by the insurance company and within ten (10) business days after cancellation of coverage. Before commencing work under this Agreement and upon renewal or replacement of insurance herein specified, CONTRACTOR shall furnish to the CITY certificates of insurance.

13. NOTICES

13.1 Any notice required hereunder shall be deemed sufficient if delivered in person or mailed, first class, postage prepaid to CONTRACTOR at:

Ms. Georgia Clark, Controller
Qualite Sports Lighting, LLC
15 West Mechanic Street
Hillsdale, Michigan 49242

and to the CITY at:

Mr. Irl Tessendorf
City Administrator
City of Boonville
401 Main Street
Boonville, MO 65233.

13.2 The parties agree that this Agreement has been made from drafts jointly submitted and reviewed by each of them, and that before final approval and execution of this document, each has had sufficient opportunity for review, with counsel if desired, and negotiation of the terms to their own satisfaction. The terms and conditions herein shall be construed neither for nor against either party on the basis of drafting and shall be subject to neutral interpretation in the event of a dispute.

14. ADDRESSING DISPUTES

14.1 Claims for additional cost or time shall be given by the CONTRACTOR to the CITY in writing within fourteen (14) days after the occurrence giving rise to the change to the terms specified in the Agreement. Once the parties have jointly agreed on a change, it shall be memorialized in a Change Order and shall become a part of this contract.

14.2 In the event of a bona fide dispute between the parties, CONTRACTOR agrees the continue the work and strive to meet the schedule, and the CITY will continue to make payments in order to proceed with the project as a whole.

14.3 Should direct and good faith discussions fail to bring any matter in contention to a prompt and amicable resolution to the dispute, the parties shall last resort to litigation in the Circuit Court of Cooper County, Missouri. Litigation shall be the default, not arbitration. Missouri law shall govern.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, with triplicate copies thereof, on the day and year first above written and each party acknowledges receipt of a fully executed copy of this contract.

CONTRACTOR, QUALITE SPORTS LIGHTING, LLC:

By: Georgia Clark, Controller

CITY, City of Boonville:

By: Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk

TURNKEY PRICE PROPOSAL SCOPE OF WORK

- ❁ Complete LED Lighting System and poles for all 6 fields (5 soccer & 1 multipurpose) per included Qualite lighting design and photometry layout
- ❁ Based on Design QL# 18832 D25
- ❁ Qualite will provide a 25-Year Warranty on system (15,000 hours)
- ❁ **FREE UPGRADE to Lifetime Warranted concrete** (LEED points)

Total Turnkey price including installation

\$ 828,000.00 original proposal

BREAKDOWN

\$ 210,000.00 install by Reinhold Electric

\$ 618,000.00 system cost

Per the city's request we DEDUCTED one pole from the design on the multipurpose field (- 4,600.00)
ADDED climbing system to Pole S1/S2/S5/S6/S11/S12/S17 (7 poles @ \$1900 each = + 13,300.00)
Making the new totals as follows:

\$ 210,000.00 install by Reinhold Electric

\$ 626,700.00 updated system cost

\$ 836,700.00 Updated Proposal Price

Installation includes:

- Delivery, receiving, and installation of the Qualite LED GameChanger System on poles supplied by Qualite.
- Installation of pipe and wire from the poles to the existing service, around the fields instead of under them. (Based on rough diagram of panel locations provided by city) *ADDITIONAL ELECTRICAL AND UTILITY WORK BEING DETERMINED BY REINHOLD ELECTRIC, AMEREN, AND MECO ENGINEERING...TO BE ADDED TO THE BASE PROPOSAL PRICE ABOVE.
- Assumes good soils and standard backfill foundations
- All work to be done when jobsite is at subgrade

Excluded installation items or more info required:

- Staking/Surveying
- Primary Electrical Installation and Materials
- Power Company Fees
- Taxes (shouldn't be applicable)
- Additional costs for drilling or excavation in non-standard soils such as rock
- Utility Fees

Brian Brader
Representing Qualite Sports Lighting
8/28/2017



ADDERS TO ORIGINAL PROPOSAL & SCOPE OF WORK

Electrical Adders from REINHOLD ELECTRIC

Field 1 and 2

Provide a 4" primary conduit from the
new Ameren Dip pole with a mule tape to
the new pad mount transformer location
Set the transformer pad in the front side of Field (1)

Remaining Fields

Two separate runs of 2" PVC from two separate transformers
Tie into Racks
Provide and install (4) 4/0t copper in each conduit to feed meter racks
Total footage is approx 1200 linear feet of conduit

Total for above: + \$ 45,290.00

3 pedestals with breakers for the fields and infrastructure to feed lights + \$ 27,000.00

Base Proposal from 8/28/2017 on previous page \$ 836,700.00

Total with Electrical Adders requested by the city \$ 908,990.00

Brian Brader
Representing Qualite Sports Lighting
9/14/2017

BILL NO. 2017-032

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING EXECUTION OF THE CONTRACT WITH SIMPLY BRIGHT IDEAS, INC. FOR PURCHASE AND INSTALLATION OF THE WALKING TRAIL LED SYSTEM AT THE CITY SOCCER COMPLEX AT BOONVILLE HIGH SCHOOL

WHEREAS, Qualite Sports Lighting, LLC was selected by the Council as the vendor for the LED lighting system at the soccer complex under construction at the high school; and

WHEREAS, Qualite's authorized representative Simply Bright Ideas, Inc. and the City have spent several weeks designing and developing the final plans for layout and installation of the walking trail lighting system and negotiating the terms and conditions under which the components will be delivered, installed and warranted by the company; and

WHEREAS, the attached contract, marked **Exhibit A**, embodies the full agreement by and between Simply Bright Ideas, Inc. and the City for the completion of this part of the soccer complex project.

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

SECTION 1: That the City of Boonville, Missouri hereby authorizes the Mayor to execute on its behalf the contract with Simply Bright Ideas, Inc. attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That this Ordinance authorizing execution of the contract is effective immediately, and the attached contract shall be executed by the City such that it will take effect and be in full force from and after the date on which it has been signed by both parties.

FIRST AND SECOND READING: October 2, 2017

READ FOR THE SECOND TIME AND PASSED THIS 2nd DAY OF OCTOBER, 2017 AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 2nd DAY OF OCTOBER, 2017

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

**CONTRACT FOR INSTALLATION OF 56-POLE, 40W LED WALKING TRAIL
LIGHTING SYSTEM AT THE CITY SOCCER COMPLEX AT BOONVILLE
HIGH SCHOOL**

THIS CONTRACT, made and entered into this _____ day of October, 2017, by and between Simply Bright Ideas, Inc., a Missouri corporation organized and existing under the laws of the State of Missouri, whose legal address is 20 Spring Time Court, St. Charles, Missouri 63303, which company shall hereinafter be referred to as CONTRACTOR; and the City of Boonville, a Missouri municipal corporation, organized and existing as a third class city, hereinafter referred as the CITY;

WITNESSETH:

For and in consideration of the mutual promises and covenants hereinafter made, the CONTRACTOR and CITY mutually agree as follows:

1. SCOPE OF WORK

1.1 CONTRACTOR agrees to furnish, install and construct all components of the Horner Enterprise 40W LED path lighting system, including concrete poles, luminaire, wiring and conduit along a path adjacent to fields 1, 2, 3, 5, 6, and 7 of the Boonville soccer complex located at Boonville High School. CONTRACTOR warrants that the price herein is for turn-key service and final installation and acknowledges that CONTRACTOR will begin this project as soon as possible, at the designated work site, which is understood to be sub-grade at the outset.

1.2 All work set forth in this Agreement is to be performed by CONTRACTOR in an expeditious, diligent, and workmanlike fashion with all labor, materials, equipment, and services necessary to complete it being provided by CONTRACTOR in full accord with all representations in the project submittal packet, starting with CONTRACTOR'S WALKING TRAIL LIGHTING PROPOSAL dated 7/12/2017 (with product specifications and warranties), marked Exhibit 1; the engineering site plan drawings, marked as Exhibit 2; and concluding with the written electrical specifications (Sections 260510 [ELECTRICAL WORK GENERAL – 6 pages], 260520 [ELECTRIC WIRES AND CABLES – 4 pages], 260533 [RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS – 5 pages], 260553 [ELECTRICAL IDENTIFICATION – 5 pages], 262416 [PANELBOARDS – 5 pages], 262726 [WIRING DEVICES – 3 pages], 262816 [ENCLOSED SWITCHES AND CIRCUIT BREAKERS – 4 pages], marked as Exhibits 3, 4, 5, 6, 7, 8, and 9, respectively, and reasonably inferable from those project materials. These project materials at Exhibits 1 through 9 are incorporated by reference as set forth fully herein and made integral parts of this contract.

2. PRICE

2.1 Price is the full compensation for performance by the CONTRACTOR of the work and delivery of the other goods and services specified above. The CITY shall pay the sum of One Hundred Seven Thousand, Five Hundred Twenty Dollars (\$107,520).

2.2 CONTRACTOR shall fully perform all work described in this and the other project documents incorporated herein. All work under this Agreement shall be finished and delivered to the specifications herein and according to the associated designs, drawings, photographic and graphic representations and electrical engineering requirements.

3. CONTRACT TIME

Commencement date: Work under this agreement shall commence on or after the CONTRACTOR's receipt of the CITY's written notice to proceed.

Substantial Completion: 180 working days from the notice to proceed.

Payment terms: CONTRACTOR shall submit requests for progress payments to be reviewed and approved by the CITY. CITY shall retain 5% of the total value of this Agreement until completion and acceptance of all work subject to this contract and delivery of certificates and documents required under this Agreement.

3.1 Liquidated damages based on the substantial completion date shall apply. As the CITY will incur and suffer damages which are difficult to determine and specify, in the event the project described in CONTRACTOR's proposals and scope of work is not agreed as substantially complete by the date listed above, as may be amended by subsequent Change Order, CONTRACTOR will pay the CITY Five Hundred Dollars (\$500) per day as liquidated damages for each day beyond the substantial completion date that work must continue for CONTRACTOR to meet all of its obligations under this Agreement.

3.2 Liquidated damages and other remedies shall not apply when CONTRACTOR is not at fault for delays due to circumstances over which CONTRACTOR has no control such as acts or omissions by the CITY that change the flow and sequencing of the work, discovery of hazardous materials or concealed or unknown conditions, delays authorized by the CITY pending dispute resolution with the CITY, unforeseeable transportation delays, labor disputes which are out of the control of CONTRACTOR, adverse weather conditions which could not be reasonably anticipated or natural disaster.

4. SITE AND PLAN ACCEPTANCE

4.1 It is understood and agreed that the CONTRACTOR has, by careful examination and consultation with the City engineers, satisfied itself as to the nature and location of the work, the condition of the ground, the character, quality and condition of the materials and infrastructure to be encountered and the equipment, and facilities needed to perform this work to the incorporated specifications. It is expressly understood by the CONTRACTOR that no verbal commitment or understanding with any officer, agent or employee of the CITY shall affect or modify any of the terms, conditions, or obligations contained in this Agreement.

4.2 The CONTRACTOR has informed itself fully as to the conditions relating to the construction and labor under which the work will be performed and agrees, as far as possible, to employ such methods and means in carrying the work as will not cause interruption or interference with any other contractor or the CITY working on or adjacent to any of the fields identified in this document.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 The CONTRACTOR shall provide and pay for labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities necessary to execute, complete and deliver the work within the specified time.

5.2 CONTRACTOR shall be responsible for supervision and coordination of the work, including selection and implementation of the means, methods, techniques, sequences and procedures to use in achieving quality work and a first-rate lighting system.

5.3 CONTRACTOR shall be responsible for securing a City business license and obtaining all permits, licenses, and renewals to keep the project moving and to maintain compliance with all applicable government regulations.

5.4 CONTRACTOR shall be responsible for payment of all applicable taxes associated with the materials, work and merchandise to be delivered under this Agreement. A tax exempt certificate will be provided by the CITY for use is securing available tax exemptions, to be used at CONTRACTOR's discretion.

5.5 The CONTRACTOR shall secure and maintain such insurance policies as will protect itself, its subcontractors, the School District and the CITY from claims from bodily injuries, death or property damage which may arise from the operations under this contract, whether such operations be by the CONTRACTOR or by any subcontractor, employee, or agent.

5.6 The CONTRACTOR shall be responsible for and shall pay for any royalties or license fees and shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold CITY harmless from loss on account thereof.

5.7 Adequate sanitary conveniences for the use of persons employed on the work of this contract shall be procured, installed and maintained by the CONTRACTOR for the comfort and convenience of its employees without nuisance to the surrounding occupants of the land. All such temporary stations shall be removed from the premises, along with any trash, debris or litter.

5.8 The CONTRACTOR shall conduct all work in such a manner so as not to endanger existing utilities, whether shown on drawings or not. The CONTRACTOR shall bear the costs of repairs or damages resulting from its own carelessness, lack of due diligence or neglect in locating and protecting utilities.

6: CITY'S RESPONSIBILITIES

6.1 While the CITY will assist with getting CONTRACTOR the most optimally free work zones to carry out this project, either CITY or the School District or both may elect to perform work at the site. CITY and CONTRACTOR agree to work together, and coordinate with the School District when necessary, to agree upon fair and reasonable schedules and operational procedures for other work activities at the site, if others besides CONTRACTOR will require access for purposes besides mere observation. Contract price and time may be equitably adjusted in accordance with the Agreement for any changes in work flow that must be made by CONTRACTOR in order to coordinate other construction activities and schedules affecting the project described and provided for herein.

6.2 Any work necessary to be performed after regular work hours, on Sundays or legal holidays, shall be performed without additional expense to the CITY.

6.3 CITY shall provide the lands upon which the work under this contract is to be done and the rights of access to same. Any delay or interruption in the furnishing of or access to these lands by the CITY shall be deemed proper cause for an adjustment to the time of completion by the CONTRACTOR.

7. MISCELLANEOUS

Safety: CONTRACTOR shall have overall responsibility for safety precautions and programs implemented in the performance of the work for which CONTRACTOR has been hired and agrees to take responsibility and all reasonable measures to make sure any subcontractors engaged on this pathway lighting project will likewise be responsible for the safety of persons and/or property under their control while working on the project and for compliance with applicable laws. CONTRACTOR agrees to take such commercially reasonable measures as will protect its employees and other persons at the work site and materials, property and equipment from any loss, injury or damage during construction, whether persons or property at the site are part of the project or not.

Hazardous materials or contamination: Any hazardous material (as is now or may be hereafter identified under any federal, state or local law or regulation as requiring special handling, cleanup or remediation) will not be the responsibility of the CONTRACTOR so long as it was not brought to or created by any of CONTRACTOR's activity on the work premises.

8. WARRANTIES

8.1 CONTRACTOR warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and delivered in conformance with the Agreement and project documents and specifications attached hereto. All goods provided shall be free from defective workmanship and materials and all work done under this Agreement shall be without material defects not intrinsic in the design or materials required under the contract documents. CONTRACTOR's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the CITY or others, or abuse. CONTRACTOR's warranty shall commence on the date of Substantial Completion of the Work, or of a designated portion thereof.

8.2 To the extent products, equipment, systems or materials incorporated in the work are specified and purchased by the CITY, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties that extend beyond the description on the face of any such warranty.

8.3 CONTRACTOR shall obtain from its Subcontractors and Suppliers any special or extended warranties required by this Agreement and other contract documents provided to the CITY. CONTRACTOR's liability for such warranties and extensions shall be limited to the one-year correction period provided for in the section below. After that period, CONTRACTOR shall provide reasonable assistance to the CITY in securing compliance with the obligations of Subcontractors and Suppliers for such extended warranties. CONTRACTOR expressly agrees to provide the CITY with all documents necessary and convenient for the CITY to secure the full protection of any StressCrete and Horner Lighting standard and enhanced warranties as promised to the CITY in Exhibit 1.

8.4 If, prior to the Date of Substantial Completion and within one year thereafter, any portion of the work secured under this Agreement is found to be non-conforming with the proposal accepted by the CITY and promised under this Agreement, CITY shall promptly notify the CONTRACTOR of the defect(s) in writing. Unless CITY also provides written acceptance of the non-conforming condition for negotiated consideration, CONTRACTOR shall promptly correct any defects at its own cost of time, labor and materials required.

9. SCHEDULE OF WORK

9.1 Before submitting its first application for payment, CONTRACTOR shall submit a tentative schedule of work, showing the dates on which the CONTRACTOR expects to begin and to complete various portions of the project. CONTRACTOR shall coordinate the sequencing of work with the CITY. The CITY will make every effort to ensure that there is minimal interference with the CONTRACTOR's plans or personnel as they are expected to be located according to the tentative schedule. In the event there is undue interference with the scheduled work, CONTRACTOR may seek equitable adjustment of time and/or price to offset the cost of unexpected delays.

9.2 CONTRACTOR may request or CITY may order changes to the work or to the timing and sequencing of the work that impacts the contract price and time, which shall be formalized in a Change Order. The parties shall undertake good faith negotiation to arrive at a mutually satisfactory Change Order when the need arises, and the CITY shall not unreasonably withhold its authorization of a negotiated Change Order.

9.3 CONTRACTOR submittals identifying completion of certain portions of the work identified herein shall identify, in writing, any changes, deviations, or substitutions from the requirements of the contract as contained in this document and CONTRACTOR's project submittal packet. The acceptance or approval of any of CONTRACTOR's progress submittals for the project shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the project documents unless a Change Order has been submitted and approved by the City Administrator or his designee.

9.4 CONTRACTOR shall regularly remove debris and waste materials from the worksite as such items are discarded and no longer useful to the advancement of the goals of completing the project. CONTRACTOR shall minimize dust and debris resulting from its work, and at the completion of its work, shall remove all construction equipment, tools, surplus materials, waste materials and other debris.

10. PAYMENTS

10.1 The CITY may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the CITY from loss or damage based upon the following occurrences:

10.2 CONTRACTOR's repeated failure to perform work as required under the contract documents and specifications;

10.3 Loss or damage to the CITY or the School District arising out of or relating to this Agreement and caused by the CONTRACTOR. The CITY may also adjust or delay payment when written notice is received by CITY and/or CONTRACTOR that there is any other person or entity to whom the CONTRACTOR or the CITY may be liable for an act or event occurring in connection with the Agreement;

10.4 CONTRACTOR's failure to properly pay Subcontractors or Suppliers following receipt of payment from the CITY for that portion of the work or supplies;

10.5 Rejected or defective work not corrected with deliberate speed after notice of such condition;

10.6 Reasonable evidence of substantial delay in the completion of the lighting system installation project such that the work will not be completed under the contract time or a written stipulated extension of it signed by both parties;

10.7 Reasonable evidence demonstrating that the unpaid balance of the contract price is insufficient to fund the cost of the completion of the work yet to be performed;

10.8 Uninsured third-party claims involving the CONTRACTOR, or reasonable evidence demonstrating that third party claims are likely to be filed or demands made, unless and until the CONTRACTOR furnishes the CITY with adequate security in the form of a security bond, letter of credit, or other collateral or commitment sufficient to discharge such claims, if established.

10.9 No later than seven (7) days after receipt of an application for payment, CITY shall give written notice to the CONTRACTOR disapproving or partially disapproving the amount requested, specifying the reason(s) for refusal or amendment of the payment request as listed above. Once the reason for non-payment has been removed or cured, payment shall be made of all amounts previously withheld.

10.10 If for any reason, which is not the fault of the CONTRACTOR, payment is not received from the CITY within thirty (30) days of the time it is requested of the CITY in writing, and upon additional written notice of such past due balance having been served to the CITY for at least three (3) additional business days, CONTRACTOR may stop work until such payment is received without suffering any prejudice in its rights and other remedies under this Agreement. If the CONTRACTOR incurs costs or is delayed as a result of such an authorized work stoppage and any attendant shutdown, delay or restart, CONTRACTOR may seek an equitable adjustment of the contract price or contract time.

10.11 When the substantial completion of the work or some designated portion thereof is achieved, CONTRACTOR shall prepare a Certificate of Substantial Completion that shall establish a rebuttable presumption as to the date that the work has been completed.

10.12 Upon acceptance by the CITY of the Certificate of Substantial Completion, the CITY shall pay to the CONTRACTOR the remaining retainage held by the CITY for the work described in the Certificate of Substantial Completion less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting the remaining items on that part of the work, as agreed to by the CITY and CONTRACTOR, as necessary to achieve final completion. Uncompleted items shall be completed by the CONTRACTOR in a mutually

agreed timeframe. CITY shall pay the CONTRACTOR monthly out of the retainage balance as items are completed and accepted as finished by the CITY.

10.13 In the case of underpayment of wages by the CONTRACTOR or by any subcontractors or laborers or mechanics employed by the CONTRACTOR or subcontractor for the work covered by this contract, the CITY may withhold from the CONTRACTOR as much of any payments owed to it to cover the full amount of wages required to be paid them.

11. COMPLIANCE WITH PREVAILING WAGE

11.1 This contract is made and entered with full understanding by the CONTRACTOR that it and its subcontractors are required to pay wage rates not less than the prevailing hourly wage rate for each craft or classification of workmen engaged on the work as determined by the Labor and Industrial Commission of the State of Missouri, on behalf of the U.S. Department of Labor and Industrial Relations.

11.2 The CONTRACTOR shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

11.3 The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any workman in any particular period of time.

11.4 The CONTRACTOR and each Subcontractor shall keep an accurate record showing the names, occupations and crafts of all workmen employed, together with the number of hours worked by each workman and the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Labor and Industrial Commission of Missouri and to the CITY. The payroll records shall not be destroyed or removed from the state for at least one year after completion of the work and must be submitted to the CITY with each pay request.

11.5 Pursuant to Section 290.250 RSMo, the CONTRACTOR shall forfeit to the CITY, as a penalty, ten dollars (\$10.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the stipulated rates for any work done under the contract, by him or by any subcontractor under him.

12. INDEMNITY, INSURANCE, AND BONDS

12.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, CITY'S officers, directors, agents, officials, consultants, employees, engineers and others (the Indemnitees) from all claims for bodily injury and property damage, other than to the work itself, and other property insured, including reasonable attorney fees, costs and expenses, that may arise from the performance of the work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of the CONTRACTOR or anyone employed directly or indirectly by the CONTRACTOR.

12.2 To the fullest extent permitted by law, the CITY shall indemnify and hold harmless CONTRACTOR, its officers, agents, directors, members, consultants, employees and subcontractors from all claims for bodily injury and property damage, other than property insured, including reasonable attorney fees, costs and expenses that may arise from the performance of work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of and by the CITY.

12.3 The CITY has reviewed and accepted all insurance and bonding information contained in the program binder submitted for CITY's consideration and approval of the best and final project proposal and hereby accepts them as sufficient for this project. CONTRACTOR shall provide written notice to the CITY, at its earliest knowledge, of any changes to insurance or bond status.

12.4 **No limitation on Liability:** In any and all claims against the Indemnitees by any employee of the CONTRACTOR, either directly or indirectly employed by the CONTRACTOR, or anyone for whose acts or omissions the CONTRACTOR may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

12.5 To the extent commercially available to the CONTRACTOR from its insurance company, insurance policies required under this Agreement and demonstrated to the CITY in the Certificate of Liability Insurance in the CONTRACTOR's proposal, must give the CITY written notice, in paper format, thirty (30) days before coverage is nonrenewed by the insurance company and within ten (10) business days after cancellation of coverage. Before commencing work under this Agreement and upon renewal or replacement of insurance herein specified, CONTRACTOR shall furnish to the CITY certificates of insurance.

13. NOTICES

13.1 Any notice required hereunder shall be deemed sufficient if delivered in person or mailed, first class, postage prepaid to CONTRACTOR at:

Mr. Brian Brader
Simply Bright Ideas, Inc.
20 Spring Time Court
St. Charles, MO 63303

and to the CITY at:

Mr. Irl Tessendorf
City Administrator
City of Boonville
401 Main Street
Boonville, MO 65233.

13.2 The parties agree that this Agreement has been made from drafts jointly submitted and reviewed by each of them, and that before final approval and execution of this document, each has had sufficient opportunity for review, with counsel if desired, and negotiation of the terms to their own satisfaction. The terms and conditions herein shall be construed neither for nor against either party on the basis of drafting and shall be subject to neutral interpretation in the event of a dispute.

14. ADDRESSING DISPUTES

14.1 Claims for additional cost or time shall be given by the CONTRACTOR to the CITY in writing within fourteen (14) days after the occurrence giving rise to the change to the terms specified in the Agreement. Once the parties have jointly agreed on a change, it shall be memorialized in a Change Order and shall become a part of this contract.

14.2 In the event of a bona fide dispute between the parties, CONTRACTOR agrees the continue the work and strive to meet the schedule, and the CITY will continue to make payments in order to proceed with the project as a whole.

14.3 Should direct and good faith discussions fail to bring any matter in contention to a prompt and amicable resolution to the dispute, the parties shall last resort to litigation in the Circuit Court of Cooper County, Missouri. Litigation shall be the default, not arbitration. Missouri law shall govern.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, with triplicate copies thereof, on the day and year first above written and each party acknowledges receipt of a fully executed copy of this contract.

CONTRACTOR, SIMPLY BRIGHT IDEAS, INC.:

By: Brian Brader

CITY, City of Boonville:

By: Julie Thacher, Mayor

ATTEST:

Teresa Studley, City Clerk



Simply Bright Ideas, Inc.
20 Spring Time
St. Charles, MO 63303
Phone # (314) 718-1688
Fax # (314) 270-5297
Service@SimplyBrightIdeas.com
www.SimplyBrightIdeas.com

7/12/2017

WALKING TRAIL LIGHTING PROPOSAL (CONCRETE POLES)

The Horner Enterprise LED luminaire is the #1 item on the DLC List. It has unsurpassed quality and lumen output, and is made at Horner Lighting in Indianapolis, IN (USA). The concrete poles carry a Lifetime Warranty and are made just outside of Kansas City, in Atchison Kansas. I am proud to provide you the following quote. Based on the design I was provided by the city, I counted a Quantity of 56 poles with a single luminaire so that is what we quoted as our base bid below. We can make adjustments based on count/location of poles as needed.

Quantity 56

Horner Enterprise 40W LED in grey color w/ up to 16' grey concrete pole to match sport poles	\$ 51,520.00
Installation of pole, luminaire, wiring, & conduit (*if done as part of Sports Lighting Install)	<u>\$ 56,000.00</u>
Total turnkey price	\$ 107,520.00

Installation includes:

- Delivery, receiving, and installation of the concrete poles.
- Installation of pipe and wire from the poles to the existing service, *if our contractor is also doing the Sports Lighting Install
- Assumes good soils and standard backfill foundations
- All work to be done when jobsite is at subgrade

Excluded installation items or more info required:

- Staking/Surveying
- Primary Electrical Installation and Materials
- Power Company Fees
- Taxes (shouldn't be applicable)
- Additional costs for drilling or excavation in non-standard soils such as rock
- Utility Fees

Brian Brader



Concrete Pole Benefits

- ❁ Stronger and stiffer than other materials
- ❁ LIFETIME WARRANTY
- ❁ Will never rust
- ❁ Environmentally friendly
- ❁ Longer lasting
(steel has an expected life of 30+ years, concrete has a LIFETIME WARRANTY)
- ❁ Less vibration means the lighting system and lamps will last even longer
- ❁ Easy to install
Steel poles come in sections that must be jacked together and then concrete is poured around them in the hole. Concrete poles are 1-piece and for many installations, only require cheap & simple crushed-rock backfill.
- ❁ Pre-stressed steel cables & rebar the entire length of the pole (I can get anyone involved with this project or at the school a tour of our factory near KC to actually see poles being made if you are interested. It's really a fascinating process to see.)
- ❁ Re-useable
Decades from now when it comes time to replace the lighting system, you won't have to pay to take down the existing poles and replace them. Simply re-use the concrete poles!
- ❁ Normally concrete poles are an upgrade and cost much more than steel. I've made special arrangements with my manufacturer because I want as many installations as I can get in the market to showcase our top of the line product. I am happy to give you references you can call from recent high schools and colleges that recently installed concrete poles and absolutely love them and Qualite! I'm hoping to add YOU as a quality reference when this project is finished ☺

I'd love to arrange a tour of the concrete pole plant for you or any one else involved in this project are interested (you can see your poles actually being made). It's located on the outskirts of Kansas City, and really is an experience. We used concrete poles for many installations in the area and I'm happy to provide references.

Sincerely, thank you again for the opportunity to light your field. I know you'll love the new lighting system and poles, and I intend work hard to make sure that we exceed your expectations.

Brian Brader

Simply Bright Ideas

office: (314) 718-1688

mobile: (314) 922-3766

fax: (314) 270-5297

Brian@SimplyBrightIdeas.com

The StressCrete Group

Concrete Poles Facts

Why concrete?

Low maintenance, competitive priced, and the aesthetic appearance of prestressed concrete poles make them superior to steel or wood for use in utility, sports lighting, communication and area lighting applications. The ease and speed of installation means faster project completion and lower installed costs. Also the use of concrete poles preserves our forests, requires little chemical treatment, and utilizes environmentally safe materials in production. Some other benefits are corrosion resistance, long service life - "Lifetime Warranty" when specifying StressCrete Concrete poles, make them one of the most versatile and attractive options available in the market place today.

Because of the minimal vibration and deflection, prestressed concrete poles offer greater service life to electrical components of outdoor luminaires, microwave and communication and camera equipment. This can mean less down time and less costly equipment repairs.

Prestressed concrete poles can save erection time and money by eliminating the need for anchor base footings and structures which take days or weeks to install. A prestressed concrete pole, under most conditions can be set in hours (drill a hole, place the pole, backfill with crushed aggregate, then finish off with brick work, pavers or sod). This process eliminates unsightly base plates and covers, studs or nuts that are normally visible with steel poles.

LIFETIME – What does that mean?

Concrete - 75+ years

Concrete by nature, continues to increase in strength throughout its life. StressCrete has been manufacturing concrete poles for over 50 years with the majority still in service today. We warrant our concrete poles for the lifetime of their intended use. If they are installed today, they will be still producing the desired results 50 years from now and beyond

Wood - 5 - 20 years

Studies have shown this to be a reasonable estimate due to effects of weather, insects, decay and woodpeckers.

Steel - 15 - 30+ years

This varies with the environment the pole is placed. Harsher salt air and constant moisture and humidity can cause a substantial reduction due to the onset of corrosion.

Concrete Poles, The Right Decision

Concrete: The materials that go into concrete are, by nature, are mostly inert. The combining of the aggregate, sand and cement and pigments that produces concrete, is a process that produces a consistent product, that is both aesthetically pleasing and both functional and cost effective. When reinforcing steel is incorporated into the product design, it produces a pre-stressed concrete pole that continues to strengthen throughout its lifetime.

Concrete VS Wood: Wood is non-homogenous and varies not only pole-to-pole and region-to-region, but it also varies in strength at different locations on each pole. A location of lower stressed wood fibers or a knot hole at a point that is subject to loading can create issues over time. Because wood poles are produced from living trees, imperfections exist not just in strength, but appearance as well. While a wood pole may appear straight and true during installation, it is subject to twist and bends as it ages. They are also subject to infestation by insects such as termites and make great homes for woodpeckers.

Concrete VS Steel: Because steel poles are made from man made steel plate, they can be designed to achieve consistent and measurable strengths. Unfortunately, the steel plate must be protected to assure a long service life. This is accomplished usually by galvanization, but sometimes through painting, powdercoating or other available coatings. The additional coating process of steel allows for imperfections in production, shipping, field handling or even the damage of the coating long after installation. Any of the above can leave exposed metal that can corrode and rust over time, which are not just unsightly, but can reduce the pole's expected service life.



King Lummite • StressCrete • Est. 1959
**STRESSCRETE
 GROUP**

14503 Wallick Road
 Atchison, Kansas 66002
 Toll Free: (800) 837-1024
 Local: (913) 255-3112
 Fax: (913) 255-3124

Materials and Resources Credit 5 – Local/Regional Materials

Credit is given if building materials are manufactured within a 500 mile (800 km) radius of the job site. 1 Credit is awarded if a minimum of 20% of the materials are manufactured within this distance and an additional 1 credit is awarded if more than 50% of building materials are within this distance.

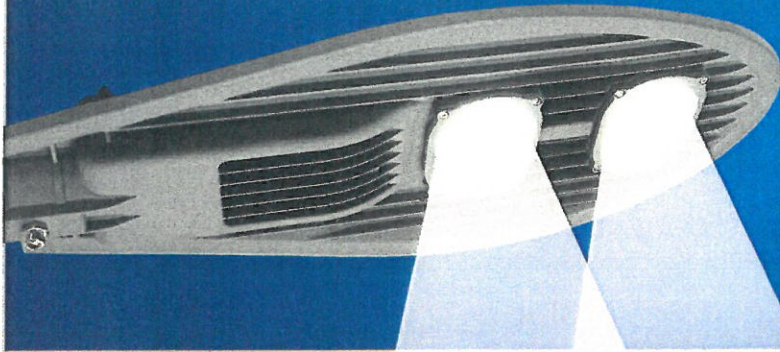
StressCrete has three manufacturing facilities that allow us to offer a complete line of concrete poles within 500 miles (800kms) of most project locations from the mid-west to the eastern seaboard; this in turn helps to secure up to 2 credits for purchasing regional materials.

**A truly
 GREEN
 product**

LEED Certification	Credits	How The StressCrete Group can Help
Site Credit 7- Reduction of Heat Islands	1	Any of our concrete poles in a light finish
Materials Credit 1.3 - Building Re-use	1	All our concrete poles are completely re-usable & convenient with a direct buried pole
Materials Credit 2- Construction Waste	2	All our concrete poles are 100% recyclable
Materials Credit 4.1.4.2 - Recycled Content	2	StressCrete concrete poles are made with silica fume, a recycled material.
Materials and Resources Credit 5 - Local/Regional Materials	2	Four manufacturing facilities across North America
Innovation and Design Process	1-4	Lifetime warranty, maintenance free, environmentally friendly

ENTERPRISE SERIES ROAD/PARKING LIGHTS

Ranked Among the Highest in Efficacy Out of 72,700+ DLC-Certified Outdoor Lights



The Enterprise Series of roadway, parking, and path lights are the latest innovation from Horner Lighting providing high output, and low energy. The Enterprise delivers more value per dollar than most lights available, rated among the highest in lumens per watt in the market. These lights excel in Types 2, 3, 4, and 5 lighting applications, and are available in 3000K, 4000K, and 5000K. With an aesthetically pleasing design, lightweight/durable materials, powerful optics, and versatile mounting and installation capabilities, the Enterprise Series will be sure to turn heads and light the way for brighter savings.

BENEFITS:

- Dimmable option
- Longer lifetime
- Universal AC input/full range, 120-277VAC, optional 277-480
- No mercury
- 5 year warranty
- Assembled in USA
- Instant strike
- -40°C to 45°C ambient temperature
- Type II roadway distribution standard
- Non pixilated appearance to driver
- Rated IP66/Nema 4 water/dust protection
- Replaces 100-1,000 watt fixtures
- Low-cost, high efficacy: lower power yielding higher lumens
- Lightweight and easy to install (3.5 to 20 lbs) - one person vs. an entire crew
- Mount multiple fixtures on one pole
- Save on energy and maintenance costs
- Textured polyester powder coat provides years of environmental/corrosion protection

FEATURES:

- Light sensor or socket option (not shown)
- Lightweight, low profile
- Optional adjustable mounting arm (below, left)
- 40W, 60W, 80W, 120W, 150W, 200W, 240W, and 300W options
- Large lenses create even, wide-spread distribution
- Simple mounting for quick, one-man installation
- Up to 150 lumens per watt



ETG-R300 mounted to square pole using ETG-BKT-R180, both in optional bronze color



ETG-R80 mounted to square pole using ETG-BKT-R180, both in optional bronze color



ETG-BKT-R180



ETG-R40



ETG-R60



ETG-R80
ETG-R120



ETG-R150
ETG-R200
ETG-R240



ETG-R240LG
ETG-R300

AN ORDINANCE AMENDING ORDINANCE 4073, WHICH IMPLEMENTED THE 2007 VIDEO SERVICES PROVIDERS ACT, AND UPDATING REGULATIONS FOR THE PROVISION OF VIDEO AND OTHER TELECOMMUNICATION AND DATA TRANSMISSION SERVICES TO CITY CUSTOMERS BY ACCESS TO THE UTILITY EQUIPMENT AND SIMILAR FACILITIES IN THE PUBLIC RIGHTS OF WAY IN THE CITY OF BOONVILLE

WHEREAS, in 2007, the General Assembly passed Sections 67.2675 through 67.2714, RSMo, known as the “2007 Video Services Providers Act” (hereinafter referred to as “the Act”) which preempted local governmental authority to franchise cable television operators within their jurisdictions in favor of state regulation by and through the Missouri Public Service Commission; and

WHEREAS, the City adopted Ordinance 4073 on November 5, 2007 to implement the Act and protect its authority under the Act and other provisions of state law to regulate the use of its public rights of way (hereinafter referred to as “ROW”) and the placement of private utilities and facilities on publicly- and privately-owned land through its zoning and police powers; and

WHEREAS, Section 67.2689 within the Act permitted cities to continue collecting fees on gross revenues earned by the provision of video services within their jurisdictional boundaries, not to exceed five percent (5%), which could be realized through one or more increases, not more than once per calendar year, upon delivery of 90 days written notice to the affected provider(s); and

WHEREAS, Suddenlink Communications was the successor to the original franchisee of the City of Boonville under an agreement that expired in 2013 (and by current authority granted by the Missouri Public Service Commission), which provided for a two percent (2%) tax on Suddenlink’s gross receipts; and

WHEREAS, the City provided the statutory notice of intent to increase the rate on gross receipts up to an additional two percent (2%) on or about July 13, 2017; and

WHEREAS, the City now wishes to amend and codify these regulations in its code of general ordinances to provide publication and notice to current and future providers of video and other telecommunications and data transmission services to users and consumers of such services in the City of Boonville.

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

SECTION 1: Ordinance 3883 of the City of Boonville, passed January 6, 2003, “adding Appendix F, relating to a cable communications regulatory code” is hereby repealed.

SECTION 2: The following provisions, as amended, relating to video service providers and other telecommunication and data transmission services to City of Boonville customers via access to the public rights of way in the City are hereby adopted as provisions of a general and permanent nature, and shall be codified and included in the Boonville Code of General Ordinances with such code section numbers and headings as deemed appropriate by the codifier.

SECTION 3: That as and for the following amendments to Ordinance 4073, set forth in this bill containing all of the original text of said ordinance as it should be and is hereby ordered to be added to the Boonville Code of General Ordinances, all text that is bracketed ([]) and ~~struck through~~ shall be deleted, and all text appearing in **bold print** shall be added.

Section 1. ~~[Ratification of Existing Franchises]~~ **Regulation of Authorized Providers**

A.—To the extent permitted by the 2007 Video Services Providers Act, the City Council of the City of Boonville hereby ratifies all existing agreements, franchises, and ordinances regulating cable television operators and **other telecommunications and data transmission service providers and approves** ~~[video service providers, including the]~~ imposition of a ~~[franchise]~~ fee of ~~[two (2.0%)]~~ **four percent (4%)** imposed on the gross revenues of all such providers **regulated under the authority of** ~~[and further declares that such agreements, franchises, and ordinances shall continue in full force and effect until expiration as provided therein, or until pre-empted by the issuance of video service authorizations by]~~ the Missouri Public Service Commission or other ~~[wise by law, but only to the extent of said pre-emption]~~ **state or federal agency of competent jurisdiction.**

B.—It shall be unlawful for any person to provide video **or other telecommunications and data transmission** services ~~[, as defined in Section 2 hereof,]~~ within the City without ~~[either an agreement, franchise, or ordinance approved by the City or a video service]~~ **such** authorization ~~[issued by the Missouri Public Service Commission].~~

~~**[Section 2. — Video Service Regulations.**~~

A. — ~~*Definitions.*~~ The following terms shall have the following meanings unless otherwise defined by context:

— ~~"Franchise Area," the total geographic area of the City authorized to be served by an incumbent cable television operator or incumbent local exchange carrier, or affiliate thereof.]~~

"Gross Revenues" **shall mean** the total amounts billed to subscribers or received from advertisers for the provision of Video, **Telecommunications and/or Data Transmission Services** within the City, including (a) recurring charges for video, **data and telecom service**, (b) event-based charges for ~~[video]~~ service, including but not limited to pay-per-view and **other** ~~[video]~~ on-demand charges, (c) rental of set top boxes, **modems, routers, splitters, antennae**, and other ~~[video]~~ service equipment, (d) service charges related to the provision of video **or other transmitting** service, including but not limited to activation, installation, repair, and maintenance charges, (e) administrative charges related to the provision of video **or other transmitting** service, including but not limited to service order and service termination charges, and (f) a pro rata portion of all revenue derived, less refunds, rebates, or discounts, by a ~~[video]~~ service provider for advertising over **any** ~~[the video service]~~ network to subscribers, where the numerator is the number of subscribers within the City and the denominator is the total number of subscribers reached by such advertising; **all of which shall be computed using generally accepted accounting principles.** ~~[but gross revenues do not include (i) discounts, refunds, and other price adjustments that reduce the amount of compensation received by a video service provider, (ii) uncollectibles, (iii) late payment fees, (iv) amounts billed to subscribers to recover taxes, fees, or surcharges imposed on subscribers or video service providers in connection with the provision of video services, including the video service provider fee authorized herein, (v) fees or other contributions for PEG or I-Net support, or (f) charges for services other than video service that are aggregated or bundled with amounts billed to subscribers, provided the video service provider can reasonably identify such charges on books and records kept in the regular course of business or by other reasonable means. Except with respect to the exclusion of the video service provider fee, gross revenues shall be computed in accordance with generally accepted accounting principles.]~~

~~"Household," an apartment, a house, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.~~

~~["Low Income household," a household with an average annual household income of less than thirty five thousand dollars as determined by the most recent decennial census.]~~

~~"Person," an individual, partnership, association, organization, corporation, trust, or government entity.~~

~~—————"Subscriber," any person who receives video services in the franchise area.~~

~~"Video Service," the provision of video programming provided through wireline facilities, without regard to delivery technology, including Internet protocol technology, whether provided as part of a tier, on demand, or a per channel basis, including cable service as defined by 47 U.S.C. Section 522(6), but excluding video programming provided by a commercial mobile service provider defined in 47 U.S.C. Section 332(d), or any video programming provided solely as part of and via a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.~~

~~—————"Video Service Authorization," the right of a video service provider or an incumbent cable operator, that secures permission from the Missouri Public Service Commission pursuant to Sections 67.2675 to 67.2714 to offer video service to subscribers.~~

~~—————"Video Service Network," wireline facilities, or any component thereof, that deliver video service, without regard to delivery technology, including Internet protocol technology or any successor technology. The term "video service network" shall include cable television systems.~~

~~—————"Video Service Provider" or "Provider," any person authorized to distribute video service through a video service network pursuant to a video service authorization.~~

~~"Video Service Provider Fee," the fee imposed under Section 2.C hereof.~~

B. *General Regulations.*

1. A video service provider shall provide written notice to the City at least ten **(10)** days before commencing video, **cable or wireless telecommunications** service within the City. Such notice shall also include:

- (a) The name, address and legal status of the provider;
- (b) The name, title, address, telephone number, e-mail address, and fax number of individual(s) authorized to serve as the point of contact between the City and the provider so as to make contact possible at any time (i.e., 24 hours per day, seven days per week); and
- (c) A copy of the provider's video service authorization issued by the Missouri Public Service Commission.

2. A video service provider shall also notify the City, in writing, within thirty days of (a) any changes in the information set forth in or accompanying its

notice of commencement of video service or (b) any transfer of ownership or control of the provider's business assets.

3. A video service provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the area in which the group resides. A video service provider shall be governed in this respect by Section 67.2707, RSMo. The City may file a complaint in a court of competent jurisdiction alleging a germane violation of this subsection, which complaint shall be acted upon in accordance with Section 67.2711, RSMo.

4. A video service provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of emergency messages over the emergency alert system applicable to cable operators. Any video service provider other than an incumbent cable operator serving a majority of the residents within a political subdivision shall comply with this section by December 31, 2007.

5. A video service provider shall, at its sole cost and expense, indemnify, hold harmless, and defend the City, its officials, boards, board members, commissions, commissioners, agents, and employees, against any and all claims, suits, causes of action, proceedings, and judgments ("claims") for damages or equitable relief arising out of (i) the construction, maintenance, repair or operation of its video services network, (ii) copyright infringements, and (iii) failure to secure consents from the owners, authorized distributors, or licenses or programs to be delivered by the video service network. Such indemnification shall include, but is not limited to, the City's reasonable attorneys' fees incurred in defending against any such claim prior to the video service provider assuming such defense. The City shall notify the provider of a claim within seven (7) business days of its actual knowledge of the existence of such claim. Once the provider assumes the defense of the claim, the City may at its option continue to participate in the defense at its own expense. This indemnification obligation shall not apply to any claim related to the provision of public, educational, or governmental channels or programming or to emergency interrupt service announcements.

C. *Video Service Provider Fee.*

1. Each video service provider shall pay to the City a video service provider fee in the amount of **four (4.0%) percent** of the provider's gross revenues on or before the last day of the month following the end of each calendar quarter. The City may adjust the video service provider fee as permitted in Section 67.2689 RSMo.

~~2. A video service provider may identify and pass through on a proportionate basis the video service provider fee as a separate line item on subscribers' bills.~~

2. The City, not more than once per calendar year and at its own cost, may audit the gross revenues of any video service provider as provided in Section

67.2691 RSMo. A video service provider shall make available for inspection all records pertaining to gross revenues at the location where such records are kept in the normal course of business.

3. Late payments shall accrue interest due to the City compounded monthly at one and one-half percent (1.5%) or such other maximum rate as may be established by law.

D. Customer Service ~~[Regulations]~~ Requirements.

All video service providers and telecommunications and data transmission service providers operating and/or providing service to customers in the City of Boonville shall meet or exceed all minimum customer service requirements set forth in the Act or in any other state or federal statutory or regulatory standards for customer service and consumer protection.

~~[1. For purposes of this section, the following terms shall mean:~~

~~"Normal business hours", those hours during which most similar businesses in the community are open to serve customers. In all cases the term normal business hours must include some evening hours at least one night per or some weekend hours;~~

~~"Normal operating conditions" those service conditions which are within the control of the video service provider. Those conditions which are not within the control of the video service provider include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the video service provider include, but are not limited to, special promotions, pay per view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the video system.~~

~~"Service interruption", the loss of picture or sound on one or more video channels.~~

~~2. All video service providers shall adopt and abide by the following minimum customer service requirements.~~

~~(a) Video service providers shall maintain a local, toll free or collect call telephone access line which may be available to subscribers 24 hours a day, seven days a week.~~

~~(b) Video service providers shall have trained company representatives available to respond to customer telephone inquiries during normal~~

~~business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to, by a trained company representative, on the next business day.~~

~~(c) — Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty seconds. These standards shall be met no less than ninety percent of the time under normal operating conditions, measured on a quarterly basis.~~

~~(d) — Under normal operating conditions, the customer will receive a busy signal less than three percent of the time.~~

~~(e) — Customer service centers and bill payment locations shall be open at least during normal business hours and shall be conveniently located.~~

~~(f) — Under normal operating conditions, each of the following standards shall be met no less than ninety five percent of the time measured on a quarterly basis:~~

~~(i) — Standard installations shall be performed within seven business days after an order has been placed. "Standard" installation are those that are located up to one hundred and twenty five feet from the existing distribution system.~~

~~(ii) — Excluding conditions beyond the control of the operator, the video service provider shall begin working on "service interruptions" promptly and in no event later than twenty four hours after the interruption becomes known. The video service provider must begin actions to correct other service problems the next business day after notification of the service problem.~~

~~(iii) — The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.~~

~~(iv) — A video service provider shall not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.~~

~~(v) — If a video service provider's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer must be contacted. The appointment shall be rescheduled, as necessary, at a time convenient for the customer.~~

~~(g) — Refund checks shall be issued promptly, but no later than either (a) the customer's next billing cycle following resolution of the request or thirty days, which ever is earlier, or (b) the return of the equipment supplied by the video service provider if the service is terminated;~~

~~(h) — Credits for service shall be issued no later than the customer's next billing cycle following the determination that a credit is warranted.~~

~~(i) — Video service providers shall not disclose the name or address of a subscriber for commercial gain to be used in mailing lists or for other commercial purposes not reasonably related to the conduct of the businesses of the video service provider or its affiliates, as required under 47 U.S.C. Section 551, including all notice requirements. Video service providers shall provide an address and telephone number for a local subscriber to use without toll charge to prevent disclosure of the subscriber's name or address.~~

~~3. — As required by Section 67.2692 RSMo., this Section 2.D shall be enforced only as follows:~~

~~(a) — Each video service provider shall implement an informal process for handling inquiries from the City and customers concerning billing issues, service issues, and other complaints. If an issue is not resolved through this informal process, the City may request a confidential nonbinding mediation with the video service provider, with the costs of such mediation to be shared equally between the City and the video service provider.~~

~~(b) — In the case of repeated, willful, and material violations of the provisions of this section by a video service provider, the City may file a complaint on behalf of a resident harmed by such violations with Missouri's Administrative Hearing Commission seeking an order revoking the video service provider's Public Service Commission authorization. The City or a video service provider may appeal any determination made by the Administrative Hearing Commission under this section to a court of competent jurisdiction, which shall have the power to review the decision de novo. The City shall not file a complaint seeking revocation unless the video service provider has been given 60 days notice to cure alleged breaches but has failed to do so.~~

~~— E. — *Public, Educational, and Government Access Programming.*~~

~~1. — Each video service provider shall designate the same number of channels for noncommercial public, educational, or governmental ("PEG") use as required of the incumbent cable television franchisee as of August 28, 2007.~~

~~2. — Any PEG channel that is not substantially utilized by the City may be reclaimed and programmed by the video service provider at the provider's discretion. If the City finds and certifies that a channel that has been reclaimed by a video service provider will be substantially utilized, the video service provider shall restore the~~

~~reclaimed channel within 120 days. A PEG channel shall be considered "substantially utilized" when 40 hours per week are locally programmed on that channel for at least three consecutive months. In determining whether a PEG channel is substantially utilized, a program may be counted not more than four times during a calendar week.~~

~~3. — The operation of any PEG access channel and the production of any programming that appears on each such channel shall be the sole responsibility of the City or its duly appointed agent receiving the benefit of such channel, and the video service provider shall bear only the responsibility for the transmission of the programming on each such channel to subscribers. The City must deliver and submit to the video service provider all transmissions of PEG content and programming in a manner or form that is capable of being accepted and transmitted by such video service provider holder over its network without further alteration or change in the content or transmission signal. Such content and programming must be compatible with the technology or protocol utilized by the video service provider to deliver its video services. The video service provider shall cooperate with the city to allow the City to achieve such compatability.~~

~~4. — The City shall make the programming of any PEG access channel available to all video service providers in a nondiscriminatory manner. Each video service provider shall be responsible for providing the connectivity to the City's or its duly appointed agent's PEG access channel distribution points existing as of August 27, 2007. Where technically necessary and feasible, video service providers shall use reasonable efforts and shall negotiate in good faith to interconnect their video service networks on mutually acceptable rates, terms, and conditions for the purpose of transmitting PEG programming. A video service provider shall have no obligation to provide such interconnection to a new video service provider at more than one point per headend, regardless of the number of political subdivisions served by such headend. The video service provider requesting interconnection shall be responsible for any costs associated with such interconnection, including signal transmission from the origination point to the point of interconnection. Interconnection may be accomplished by direct cable microwave link, satellite, or other reasonable method of connection acceptable to the person providing the interconnect.~~

~~5. — The franchise obligation of an incumbent cable operator to provide monetary and other support for PEG access facilities existing on August 27, 2007 shall continue until the date of franchise expiration (ignoring any termination by notice of issuance of a video service authorization) or January 1, 2012, whichever is earlier. Any other video service provider shall have the same obligation to support PEG access facilities as the incumbent cable operator, but if there is more than one incumbent, then the incumbent with the most subscribers as of August 27, 2007. Such obligation shall be pro-rated, depending on the nature of the obligation, as provided in Section 67.2703.8, RSMo. The City shall notify each video service provider of the amount of such fee on an annual basis, beginning one year after issuance of the video service authorization.~~

~~6. A video service provider may identify and pass through as a separate line item on subscribers' bills the value of monetary and other PEG access support on a proportionate basis.]~~

F. *Compliance with Other Regulations.*

All providers of video and other data, image, audio and worldwide web access service [providers] shall comply with **all restrictions and requirements of this Code pertaining to access to and use of public Rights of Way (hereinafter sometime referred to as "ROW") and to land use in the various zoning districts of the City.** ~~[the right of way use and zoning regulations established in Sections 3 and 4 of this Ordinance and with all other applicable laws and regulations.]~~

Section 3. Public Right of Way Use Regulations.

A. *Definitions.* The following terms shall have the following meanings unless otherwise defined by context:

"City Facilities," any Facilities located Within the Public Rights of way and owned by the City.

~~["City Manager," the manager or administrator of the City or such other person designated by the City to hear appeals as provided in Section 3.E hereof.]~~

"Director," the City's Public Works Director or such other person designated to administer and enforce this Ordinance.

"Emergency Rights of Way (or "ROW") Work," includes but is not limited to ROW Work made necessary by exigent circumstances to repair, control, stabilize, rectify, or correct an unexpected or unplanned outage, cut, rupture, leak, or any other failure of a Facility when such failure results or could result in danger to the public or a material delay or hindrance to the provision of Service.

"Facilities," a network or system, or any part thereof, used for providing or delivering a Service and consisting of one or more lines, pipes, wires, cables, fibers, conduit facilities, cabinets, poles, vaults, pedestals, boxes, appliances, antennas, transmitters, radios, towers, gates, meters, appurtenances, or other equipment.

"Person" an individual, partnership, limited liability corporation or partnership, association, joint stock company, trust, organization, corporation, or other entity, or any lawful successor thereto or transferee thereof.

"Person(s) Having Facilities Within the Rights of way," any Person having ownership or control of Facilities located Within the Rights of way.

"Rights of Way" or "ROW," unless otherwise restricted herein, the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, public easement, or sidewalk in which the City now or hereafter holds any interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining Facilities. "Rights of way" shall not include (i) City Facilities or the City's property other than ROW, such as city-owned or operated buildings, parks, or other similar property, (ii) airwaves used for cellular, non-wire telecommunications or broadcast services, (iii) easements obtained by ROW Users on private property, (iv) railroad rights of way or ground used or acquired for railroads, or (iv) Facilities owned and used by the City for the transmission of one or more Services. No reference herein to "Rights of way" shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for the delivery of Service.

"Rights of Way (or "ROW") Permit," a permit granted by the City to a ROW User for ROW Work.

"Rights of Way (or "ROW") User," a Person performing ROW Work Within the Rights of way. A ROW User shall not include ordinary vehicular or pedestrian use.

"Rights of Way (or "ROW") Work," action by a ROW User to (i) install, change, replace, relocate, remove, maintain or repair Facilities Within the Rights of way, or (ii) to conduct work of any kind Within or adjacent to the Rights of way that results in an excavation, obstruction, disruption, damage or physical invasion or impact of any kind to the Rights of way or the use thereof. The routine inspection of Facilities shall not be considered ROW Work unless the inspection requires the conduct of any of the activities or actions noted herein.

"Service," providing or delivering an economic good or an article of commerce, including, but not limited to gas, telephone, cable television, Internet, open video systems, video services, alarm systems, steam, electricity, water, telegraph, data transmission, petroleum pipelines, sanitary or storm water sewerage or any similar or related service, to one or more Persons located within or outside of the City by use of Facilities located within the rights of way.

"Within" means in, along, under, over, or across rights of way.

B. Public ROW Permits.

1. Application Requirements.

(a) Any Person desiring to **excavate, bore, tunnel or otherwise disturb any** [perform] public ROW [Work] must first apply for and obtain a ROW Permit **by notifying the Director or Public Works of the plan to work in the**

ROW and paying the appropriate fee, in addition to any other building permit, license, easement, franchise, or authorization required by law. In the event of a need for Emergency ROW Work, the Person conducting the work shall as soon as practicable notify the City of the location of the work and shall apply for the required ROW Permit as soon as practicable following the commencement of the work, not to exceed the third business day thereafter. The Director may design and issue general permits for Emergency ROW Work for several different locations or throughout the City.

(b) ~~[An application for a ROW Permit shall be submitted to the Director.]~~ The Director may design and make available standard forms for such Applications, requiring such information as allowed by law and as the Director determines in his or her discretion to be necessary and consistent with the provisions of this Ordinance and to accomplish the purposes of this Ordinance. Each Application shall at minimum contain the following information for the proposed ROW Work, unless otherwise waived by the Director:

(i) The name, address and telephone number of a representative whom the City may notify or contact at any time (i.e., 24 hours per day 7 days per week) concerning the work;

(ii) If different from the Applicant, the name, address, and telephone number of the Person on whose behalf the proposed work is to be performed;

(iii) A description of the proposed work, including a conceptual master plan and an engineering site plan or other technical drawing or depiction showing the nature, dimensions, location, and description of the Applicant's proposed work or Facilities, their proximity to other Facilities that may be affected by the proposed work, and the number of street crossings and their locations and dimensions, if applicable;

(iv) Projected commencement and termination dates and anticipated duration of the work or, if such dates are unknown, a representation that the Applicant shall provide the Director with reasonable advance notice of such dates once they are determined;

(v) Copies of any required certificates of insurance or performance and maintenance bonds.

(c) The information required by the Application may be submitted in the form maintained by the Applicant, provided it is responsive to the Application's requirements, and the Applicant shall be allowed a reasonable amount of time to complete the Application based on the amount of data or information requested or required.

(d) Each such Application shall be accompanied by the following payments:

(i) An application fee approved by the City to cover the cost of processing the Application;

(ii) Any other amounts due to the City from the Applicant, including but not limited to prior delinquent fees, costs, and any loss, damage, or expense suffered by the City because of the Applicant's prior work in the Rights of way or for any emergency actions taken by the City, but the Director may modify this requirement to the extent the Director determines any such fees to be in good-faith dispute.

(e) Applicants shall participate in any joint planning, construction and advance notification of such work, including coordination and consolidation of any excavation of or disturbance to the Rights of way, as directed by the Director. When deemed necessary to accomplish the goals of this Section and to the extent permitted by law the City reserves the right, when feasible and reasonable, to require the sharing of Facilities by ROW Users. Applicants shall cooperate with each other and other ROW Users and the City for the best, most efficient, least intrusive, most aesthetic, and least obtrusive use of the Rights of way.

(f) The Director shall establish procedures allowing Applicants to ascertain whether existing capacity may be available from other Persons utilizing the Rights of way along the intended path of any proposed work. The Director shall also maintain indexes of all ROW Permits issued, both by the ROW User and by the affected Rights of way.

2. Application Review and Determination.

(a) The Director shall promptly review each completed Application for a Public ROW Permit and shall grant or deny all such Applications as provided herein within thirty-one (31) days of receipt thereof. Unless the Application is denied, the Director shall issue a ROW Permit upon determining that the Applicant (i) has submitted all necessary information, (ii) has paid the appropriate fees and (iii) is in full compliance with this Ordinance and all other City ordinances. The Director may establish procedures for bulk processing of Applications and periodic payment of fees to avoid excessive processing and accounting costs.

(b) It is the intention of the City that interference with, damage to, excavation or disruption of, or the placement of Facilities within the City's rights of way should be minimized and limited in scope to the extent allowed by law to achieve the purposes of this Ordinance. When reasonable and necessary to accomplish such purposes, the Director may require as alternatives to the proposed ROW Work either less disruptive methods or different locations for Facilities, provided that any required alternative (i) shall not increase expenses by more than ten percent (10%) of the Applicant's costs for the work as proposed, (ii) shall not result in a decline of service quality, and (iii) shall be

competitively neutral and nondiscriminatory. The Director shall justify to the Applicant that the required alternative is reasonable and necessary.

(c) Upon receipt of an Application, the Director shall determine whether any portion of the Rights of way will be affected by the proposed work and whether the interference, disruption, or placement of Facilities will be more than minor in nature. In determining whether the proposed work is more than minor in nature the Director shall consider the nature and scope of the work, its location and duration, and its effect on the Rights of way, the use thereof, and neighboring properties.

(i) If the Applicant can show to the Director's reasonable satisfaction that the work involves no interference, disruption, excavation, or damage to, or only minor interference, with, the Rights of way, or that the work does not involve the placement of Facilities or involves time-sensitive maintenance, then the Director shall promptly grant the ROW Permit.

(ii) If the Director determines that the effect on the Rights of way will be more than minor in nature and no exemption under the above paragraph (c)(i) or any other provision of this Ordinance applies, the Director shall schedule and coordinate the work and grant the ROW Permit accordingly. When reasonable and necessary to accomplish the purposes of this Ordinance, the Director may postpone issuance of a ROW Permit, and may give public notice of the Application in an attempt to identify whether other Person(s) intend to do work in the same area within a reasonable period of time, so that all ROW Work in the area can be coordinated. Due regard shall be accorded Applicants that are required by any law, rule, regulation, license, or franchise to provide Service to the area defined in the Application. The Director shall not impose any coordination or scheduling requirements that prevent or unreasonably delay an Applicant's access to the public ROW or that create a barrier to entry.

(d) Each public ROW Permit issued by the Director shall include:

(i) Projected commencement and termination dates or, if such dates are unknown at the time the permit is issued, a provision requiring the ROW User to provide the Director with reasonable advance notice of such dates once they are determined;

(ii) Length of affected Rights of way, number of road crossings, and identification and description of any pavement or curb cuts included in the work;

(iii) Information regarding scheduling and coordination of work, if necessary;

(iv) The location of any of the Applicant's Facilities, both those proposed and existing, and the location of any known Facilities owned by another Person that may be affected by the proposed work;

(v) An acknowledgement and representation by the Applicant to comply with the terms and conditions of the ROW Permit and this Ordinance; and

(vi) Such conditions and requirements as are deemed reasonably necessary by the Director to protect structures and other Facilities in the Rights of way from damage, to restore such Rights of way, and any structures or Facilities, to ensure the reasonable continuity and sight-lines of pedestrian and vehicular traffic, and to protect property values, the aesthetics of adjoining properties and neighborhoods, and the public health, safety and welfare.

(e) The Director may deny an Application after consultation with the City Administrator, if denial is deemed to be in the public interest, for the following reasons:

(i) Delinquent fees, costs or expenses owed by the Applicant;

(ii) Failure to provide information required by the Application or this Ordinance;

(iii) The Applicant being in violation of the provisions of this Ordinance or other pertinent and applicable City ordinances;

(iv) Failure to return the ROW to its previous condition under previously issued ROW Permits or after prior excavations by the Applicant;

(v) For reasons of environmental, historic or cultural sensitivity, as defined by applicable federal, state or local law;

(vi) For the Applicant's refusal to comply with alternative ROW Work methods, locations, or other reasonable conditions required by the Director; and

(vii) For any other reason to protect the public health, safety and welfare, provided that such denial does not fall within the exclusive authority of the Missouri Public Service Commission or interfere with a ROW User's right of eminent domain of private property, and provided further that such denial is imposed on a competitively neutral and nondiscriminatory basis.

3. Permit Revocation and Ordinance Violations.

(a) The Director may revoke a public ROW Permit, after consultation with the City Administrator, without fee refund after notice and an opportunity to cure, but only in the event of a substantial breach of the terms and conditions of the permit or this Ordinance. Prior to revocation the Director shall provide written notice to the ROW User identifying any substantial breach and allowing a reasonable period of time not longer than thirty (30) days to cure the problem, which cure period may be immediate if certain activities must be stopped to protect the public safety. The cure period shall be extended by the Director on good cause shown by the ROW User. A substantial breach includes, but is not limited to, the following:

- (i) A material violation of a provision of the ROW Permit or this Ordinance;
- (ii) An evasion or attempt to evade any material provision of the ROW Permit or this Ordinance, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its residents;
- (iii) A material misrepresentation of fact in the ROW Permit Application;
- (iv) A failure to complete ROW Work by the date specified in the ROW Permit, unless an extension is obtained or unless the failure to complete the work is due to reasons beyond the ROW User's control; and
- (v) A failure to correct, upon reasonable notice and opportunity to cure as specified by the Director, work that does not conform to applicable national safety ordinances, industry construction standards, this Ordinance or any other applicable ordinances, provided that City standards are no more stringent than those of a national safety ordinance.

(b) Any breach of the terms and conditions of a ROW permit shall also be deemed a violation of this Ordinance, and in lieu of revocation the Director may initiate prosecution of the ROW User for such violation.

C. Work in the Public ROW.

1. Jurisdiction, Inspection and Stop Work Orders.

(a) All Facilities and ROW Work shall be subject to inspection by the City and the supervision of all federal, state and local authorities having jurisdiction in such matters to ensure compliance with all applicable laws, ordinances, departmental rules and regulations, and the ROW Permit.

(b) The Director shall have full access to all portions of the ROW Work and may issue stop work orders and corrective orders to prevent unauthorized work or substandard work as established in subsection 7 hereof. Such orders:

(i) May be delivered personally or by certified mail to the address(es) listed on the Application for the ROW Permit or the Person in charge of the construction site at the time of delivery;

(ii) Shall state that substandard work or work not authorized by the ROW Permit is being carried out, summarize the substandard or unauthorized work and provide a period of not longer than thirty (30) days to cure the problem, which cure period may be immediate if certain activities must be stopped to protect the public safety; and

(iii) May be enforced by equitable action in the **Associate** Circuit Court of **Cooper** [~~St. Louis~~] County, Missouri, and in such case the Person responsible for the substandard or unauthorized work shall be liable for all costs and expenses incurred by the City in enforcing such orders, including reasonable attorney's fees, in addition to any and all penalties established in this Ordinance.

2. Underground Facilities.

(a) In conjunction with the City's long-standing policy favoring underground construction, no Person may erect, construct or install new poles or other Facilities above the surface of the Rights of way without the written permission of the City, unless the City's authority has been pre-empted by state or federal law. Such permission may be granted through a ROW Permit when other similar Facilities exist above-ground or when conditions are such that underground construction is impossible, impractical or economically unfeasible, as determined by the City, and when in the City's judgment the above-ground construction has minimal aesthetic impact on the area where the construction is proposed.

(b) During installation of Facilities and to the extent authorized by law, existing underground conduits shall be used whenever feasible and permitted by the owner thereof.

(c) In the case of new construction or property development, the developer or property owner shall give reasonable written notice, to other potential ROW users as directed by the City, of the particular date on which open trenching will be available for installation of Facilities. Costs of trenching and easements required to bring Facilities within the development shall be borne by the developer or property owner; except that if the Facilities are not installed within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then once the trenches are thereafter closed, the cost of new trenching shall be borne by the Person installing the Facilities.

3. Above-Ground Facilities.

(a) The Director may designate certain locations or Facilities in the ROW to be excluded from use by the Applicant for its Facilities, including, but not limited to (i) ornamental or similar specially-designed street lights, (ii) designated historic areas, (iii) Facilities, equipment, structures, or locations that do not have electrical service adequate or appropriate for the proposed Facilities or cannot safely bear the weight or wind loading thereof, (iv) Facilities, equipment, structures, or locations that in the reasonable judgment of the Director are incompatible with the proposed Facilities or would be rendered unsafe or unstable by the installation, and (v) Facilities, equipment, structures, or locations that have been designated or planned for other use or are not otherwise available for use by the Applicant due to engineering, technological, proprietary, legal, or other limitations or restrictions.

(b) Above-ground Facilities shall be a neutral color and shall not be bright, reflective, or metallic. Black, gray and tan shall be considered neutral colors, as shall any color that blends with the surrounding dominant color and helps to camouflage the Facilities. Facilities shall be located in such a manner as to reduce or eliminate their visibility. A sight-proof landscape screen may be required for any authorized above-ground Facilities taller than three (3) feet in height or covering in excess of four (4) square feet in size. Such screening shall be sufficient to reasonably conceal the Facility. A landscape plan identifying the size and species of landscaping materials shall be approved by the Director prior to installation of any Facility requiring landscape screening. The Person Having Facilities Within the ROW shall be responsible for the installation, repair, or replacement of screening materials. Alternative screening or concealment may be approved by the Director to the extent it meets or exceeds the purposes of these requirements.

(c) Above-ground Facilities shall be constructed and maintained in such a manner so as not to emit any unnecessary or intrusive noise and shall comply with all other applicable regulations and standards established by the City or state or federal law.

(d) If the application of this subsection excludes locations for above-ground Facilities to the extent that the exclusion conflicts with the reasonable requirements of the Applicant, the Director shall cooperate in good faith with the Applicant to attempt to find suitable alternatives, but such alternatives may exceed the cost increase limitation established by Section 3.B.2(b) and the City shall not be required to incur any financial cost or to acquire new locations for the Applicant.

4. Relocation of Equipment and Facilities.

(a) In the event of an emergency, or where construction equipment or Facilities create or are contributing to an imminent danger to health, safety, or property, the City may, to the extent allowed by law, remove, re-lay, or relocate such construction equipment, or the pertinent parts of such Facilities, without charge to the City for such action or for restoration or repair. The City shall attempt to notify the Person Having Facilities Within the ROW prior to taking such action, but the inability to

do so shall not prevent same. Thereafter, the City shall notify the Person Having Facilities Within the ROW as soon as practicable.

(b) At the City's direction, all Facilities shall be moved underground and the cost shall be solely the obligation of the Person Having Facilities Within The ROW (or as otherwise allowed or required by law).

(c) At the City's direction, a Person Having Facilities Within the ROW shall protect, support, disconnect, relocate, or remove Facilities, at its own cost and expense, when necessary to accommodate the construction, improvement, expansion, relocation, or maintenance of streets or other public works or to protect the ROW or the public health, safety, or welfare.

(d) A Person Having Facilities Within the ROW shall, on the reasonable request of any Person and after reasonable advance written notice, protect, support, disconnect, relocate, or remove Facilities to accommodate such Person, and the actual cost, reasonably incurred, of such actions shall be paid by the Person requesting such action. The Person Having Facilities Within the ROW taking such action may require such payment in advance.

(e) Rather than relocate Facilities as requested or directed, a ROW User may abandon the facilities if approved by the City as provided in subsection 6 of this Section.

(f) No action hereunder shall be deemed a taking of property, and no Person shall be entitled to any compensation therefor. No location of any Facilities Within the Rights of way shall be a vested interest.

5. Property Repair and Alterations.

(a) During any public ROW Work, the Person doing the work shall protect from damage any and all existing structures and property belonging to the City and any other Person. Any and all Rights of way, public property, or private property disturbed or damaged during the work shall be repaired or replaced by the Person doing the work or the Person on whose behalf the work is being done, and such Person shall immediately notify the owner of the fact of any damaged property. Such repair or replacement shall be completed within a reasonable time specified by the Director and to the Director's satisfaction.

(b) Any alteration to the existing water mains, sewerage or drainage system or to any City, state or other public structures or facilities in the Rights of way required on account of the construction, installation, repair or maintenance of Facilities Within the Rights of way shall be made at the sole cost and expense of the owner of such Facilities.

6. Removal, Abandonment, Transfer, and Relocation of Facilities.

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(a) If a Person Having Facilities Within the ROW (i) installs the Facilities Within the ROW without having complied with the requirements of this Ordinance or (ii) abandons the Facilities, the City may require the removal of the Facilities, remove the Facilities at the expense of the Person Having Facilities Within the ROW, or require the transfer of the Facilities as provided herein.

(b) If the City requires removal of the Facilities, the Person shall obtain a ROW Permit and shall abide by all requirements of this Ordinance. The liability, indemnity, insurance and bonding requirements required herein shall continue in full force and effect during and after the period of removal and restoration and until full compliance by the Person with the terms and conditions of the ROW Permit and the requirements of this Ordinance.

(c) If the Person fails to remove the Facilities after having been directed to do so, the City may, to the extent permitted by law, have the removal done at the Person's expense. Alternatively, the City may permit the abandonment, without removal, of the Facilities if the Director determines that abandonment is not likely to prevent or significantly impair the future use, repair, excavation, maintenance, or construction of the ROW.

(d) If the Person fails to remove the Facilities after having been directed to do so, the City may, to the extent permitted by law, decide that the ownership of the Facilities should be transferred to the City, or to such Person as directed by the City. In either case the owner of the Facilities shall submit a written instrument, satisfactory in form to City, transferring to the City, or to such Person as directed by the City, ownership of the Facilities. The City may sell, assign, or transfer all or part of the Facilities so transferred.

(e) The City shall not remove or seek to possess or transfer the Facilities until thirty (30) days have passed following written notice by the Director to the Person Having Facilities Within The ROW of the City's intent to so act. The Director may choose not to act on good cause shown by the Person Having Facilities Within the ROW.

7. Standards for Public ROW Work.

(a) Except for Emergency ROW Work as provided in Section 3.B.1(a), ROW Work shall be performed only upon issuance and in accordance with the requirements of a ROW Permit **to excavate, bore or tunnel**. At all times during the work, ROW Permits shall be conspicuously displayed at the work site and shall be available for inspection by the Director.

(b) If at any time it appears that the duration or scope of the ROW Work is or will become materially different from that allowed by the ROW Permit, the ROW User shall inform the Director. The Director may issue a waiver, an extension

or a revised ROW Permit, or require that the ROW User reapply for a ROW Permit in accordance with all requirements of this Ordinance.

(c) ROW Users shall not open or encumber more of the Rights of way than is reasonably necessary to complete the ROW Work in the most expeditious manner or allow excavations to remain open longer than is necessary to complete the work.

(d) All ROW Work that affects vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected at the ROW User's expense. The ROW User shall be responsible for providing adequate traffic control to the area surrounding the work as determined by the Director.

(e) The ROW User shall perform the ROW Work at such times that will allow the least interference with the normal flow of traffic and the peace and quiet of the neighborhood, as permitted by the Director. Unless otherwise provided by the Director in the Permit, non-Emergency ROW Work on arterial and collector streets may not be accomplished during the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m. in order to minimize disruption of traffic flow.

(f) The ROW User shall notify the City no less than three (3) working days in advance of any ROW Work that would require any street closure or would reduce traffic flow to less than two (2) lanes of moving traffic for more than four (4) hours. Except in the event of Emergency ROW Work, no such closure shall take place without notice and prior authorization from the City.

(g) All ROW Work shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, the National Electrical Safety Code, and other federal, state, or local laws and regulations that may apply, including, without limitation, local health, safety, construction and zoning ordinances, and laws and accepted industry practices, all as hereafter may be amended or adopted. In the event of a conflict among ordinances and standards, the most stringent ordinance or standard shall apply (except insofar as that ordinance or standard, if followed, would result in Facilities that could not meet requirements of federal, state or local law).

(h) All Facilities shall be installed and located to cause minimum interference with the rights and convenience of property owners, other ROW Users and the City. Facilities shall not be placed where they will disrupt or interfere with other Facilities or public improvements, or obstruct or hinder in any manner the various utilities serving the residents and businesses in the City or public improvements.

(i) All Facilities shall be of good and durable quality.

(j) All ROW Work shall be conducted in accordance with good engineering practices, performed by experienced and properly trained personnel so as not to endanger any Person or property or to unreasonably interfere in any manner

with the Rights of ways or legal rights of any property owner, including the City, or unnecessarily hinder or obstruct pedestrian or vehicular traffic.

(k) All safety practices required by law shall be used during ROW Work, including commonly accepted methods and devices to prevent failures and accidents that are likely to cause damage, injury, or nuisance to the public.

(l) Any contractor or subcontractor of a ROW User must be properly licensed under laws of the State and all applicable local ordinances, and each contractor or subcontractor shall have the same obligations with respect to its work as a ROW User would have pursuant to this Ordinance. A ROW User (i) must ensure that contractors, subcontractors and all employees performing ROW Work are trained and experienced, (ii) shall be responsible for ensuring that all work is performed consistent with the ROW Permit and applicable law, (iii) shall be fully responsible for all acts or omissions of contractors or subcontractors, (iv) shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor, and (v) shall implement a quality control program to ensure that the work is properly performed.

(m) A ROW User shall not place or cause to be placed any sort of signs, advertisements or other extraneous markings on the Facilities or in the ROW, whether relating to the ROW User or any other Person, except such necessary minimal markings approved by the City as necessary to identify the Facilities for service, repair, maintenance or emergency purposes or as may be otherwise required to be affixed by applicable law or regulation.

(n) Unless otherwise approved in writing by the City, a ROW User shall not remove, cut, or damage any trees, or their roots, Within the ROW.

(o) Street crossings will be bored at the direction of the Director.

8. Restoring and Maintaining the Public Rights of Way.

(a) To complete any ROW Work, the ROW User shall restore the ROW and surrounding areas, including but not limited to any pavement, foundation, concrete slabs or curbs, screening, landscaping, or vegetation and shall comply with other reasonable conditions of the Director. Restoration of the ROW shall be completed within the dates specified in the ROW Permit unless the Director issues a waiver, extension or a new or revised ROW Permit.

(b) It shall be the duty of any Person making an excavation in the ROW to backfill such excavations and restore the surface in accordance with the City's minimum prescribed standards for such surfaces or the following standards, as determined by the Director.

(i) If the excavations are made in the improved portion of the ROW, twelve (12) inches of granular backfill will be placed over exposed Facilities, and controlled low strength material (CLSM) will fill the hole within eight (8) inches of the finished surface for concrete pavements. There will be a plastic membrane placed between the rock base and the CLSM to prevent the material from bleeding into the rock base. The remaining eight (8) inches will be restored by placing a twenty-eight-day minimum strength, four thousand~~[-five hundred]~~ (4,~~5~~000) psi concrete mix.

(ii) If the excavations are made in the improved portion of an asphalt or combination street, twelve (12) inches of granular backfill will be placed over exposed Facilities, and CLSM will fill the hole within nine (9) inches of the finished surface. There will be a plastic membrane placed between the rock base and the CLSM to prevent the material from bleeding into the rock base. The remaining nine (9) inches will be restored by placing a six-inch thick, twenty-eight-day minimum strength, four thousand, five hundred (4,500) psi concrete mix under a three-inch asphalt concrete lift of type C mix to meet existing grades

(iii) Construction of asphalt driveway entrances in residential ROW will be constructed of six (6) inches of compacted rock base and three (3) inches of BP-2 surface course asphalt concrete mix. Construction of asphalt driveway entrances in commercial ROW will be constructed of four (4) inches of compacted rock base, seven and one-half (7.5) inches of MoDOT BP-2 wedge course and three (3) inches of BP-2 surface course asphalt concrete mix. Concrete driveway approaches will consist of a four-inch compacted rock base and be a minimum of six (6) inches thick in residential ROW and eight (8) inches thick in commercial ROW.

(c) If a ROW User fails to restore the ROW within the date specified either by the ROW Permit, or any extension thereof as granted by the Director, the City may perform its own restoration. The City may also opt to perform its own restoration regardless of any failure by the ROW User, in which case the ROW Permit, or any amendment or revision thereto, shall note such option. In either event, if the City performs the restoration the ROW User shall be responsible for reimbursing the City's reasonable actual restoration costs within thirty (30) days of invoice.

(d) Every ROW User to whom a ROW Permit has been granted shall guarantee for a period of four (4) years the restoration of the ROW in the area where the ROW User conducted excavation. During this period the ROW User shall, upon notification from the Director, correct all restoration work to the extent necessary as required by the Director. Said work shall be completed within a reasonable time, not to exceed thirty (30) calendar days from receipt of the Director's notice unless otherwise permitted by the Director. If a ROW User fails to restore the ROW within the time specified, the City may perform the work and the ROW User shall be responsible for reimbursing the City's reasonable actual restoration costs within thirty days of invoice. The Director may extend the cure period on good cause shown.

(e) A ROW User shall not be relieved of the obligation to complete the necessary right-of-way restoration and maintenance because of the existence of any performance bond required by this Ordinance.

9. Any Person performing ROW Work shall provide written notice to all property owners within one hundred and eighty-five (185) feet of the site at least 48 hours prior to any installation, replacement or expansion of its Facilities. Notice shall include a reasonably detailed description of work to be done, the location of work, and the time and duration of the work.

D. Bonds; Insurance; Surety; Indemnification; Penalties.

1. Performance and Maintenance Bonds.

(a) Prior to any public ROW Work a ROW User shall establish in the City's favor a performance and maintenance bond in an amount to be determined by the Director to ensure the restoration of the Rights of way. The bond shall continue in full force and effect for a period of twenty-four (24) months following completion of the work. The Director shall have the authority to extend the maintenance bond period for up to an additional twenty-four (24) months. The Director may waive this requirement when the work involves no or only minor disruption or damage to the Rights of way. The Director shall waive this requirement when the ROW User has twenty-five million dollars (\$25,000,000.00) in net assets and does not have a history of noncompliance with state and local regulations.

(b) If a ROW User fails to complete the ROW Work in a safe, timely, and competent manner, or if the completed restorative work fails without remediation within the time period for the bond (as determined by the Director), then after notice and a reasonable opportunity to cure there shall be recoverable, jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the ROW User and the cost of completing work Within or restoring the Rights of way, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond. The City may also recover against the bond any amount recoverable against a security fund or letter of credit where such amount exceeds that available under a security fund or letter of credit.

(c) Upon completion of ROW Work to the satisfaction of the Director and upon lapse of the bond period, including any extension by the Director, the City shall release the bond.

(d) The bond shall be issued by a surety with an "A" or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition, shall be subject to the approval of the City's attorney and shall contain the following endorsement:

"This bond may not be cancelled, or allowed to lapse, until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(e) In lieu of the bond required herein, the ROW User may establish in the City's favor such other security as the Director may determine to be commensurate with the noted bonding requirements, including but not limited to an annual bond to be maintained in the minimum amount of twenty-five thousand dollars (\$25,000.00).

2. Insurance.

(a) All public ROW Users shall maintain, for the duration of any ROW Work and, when applicable, for as long as the ROW User has Facilities Within the Rights of way, at least the following liability insurance coverage: worker's compensation and employer liability insurance to meet all requirements of Missouri law and commercial general liability insurance with respect to the construction, operation, and maintenance of the Facilities, and the conduct of the ROW User's business in the City, in the minimum amounts of:

(i) \$2,000,000 for property damage resulting from any one accident;

(ii) \$5,000,000 for personal bodily injury or death resulting from any one accident; and

(iii) \$2,000,000 for all other types of liability.

These insurance requirements shall not be construed to limit the liability of any Person or to impose any liability on the City or to waive any sovereign immunity.

(b) All insurance policies shall be with sureties qualified to do business in the State of Missouri, with an "A" or better rating of insurance by Best's Key Rating Guide, Property/Casualty Edition, and in a form approved by the City.

(c) All insurance policies shall be available for review by the City, and a ROW User having Facilities within the Rights of way shall keep on file with the City current certificates of insurance.

(d) All general liability insurance policies shall name the City, its officers, boards, board members, commissions, commissioners, agents, and employees as additional insureds and shall further provide that any cancellation or reduction in coverage shall not be effective unless thirty (30) days' prior written notice thereof has been given to the Director. A ROW User shall not cancel any required insurance policy

without submission of proof that it has obtained alternative insurance that complies with this Ordinance.

(e) The Director may exempt in writing from these insurance requirements any self-insured ROW User, provided that the ROW User demonstrates to the Director's satisfaction that the ROW User's self-insurance plan is commensurate with said requirements and that the ROW User has sufficient resources to meet all potential risks, liabilities and obligations contemplated by the requirements of this Ordinance. The Director may require a security fund or letter of credit as a condition to a self-insured's exemption. The Director shall waive this requirement when the ROW User has twenty-five million dollars (\$25,000,000.00) in net assets and does not have a history of noncompliance with applicable regulatory law.

3. Indemnification.

(a) Any ROW User granted a ROW Permit, and any Person Having Facilities Within the Rights of way, as partial consideration for the privilege granted, shall, at its sole cost and expense, indemnify, hold harmless, and defend the City, its officials, boards, board members, commissions, commissioners, agents, and employees, against any and all claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of (i) any ROW Work, including but not limited to the construction, maintenance, repair, or replacement of the of Facilities, (ii) the operation of its Facilities, (iii) failure to secure consents from landowners, or (iv) any actions taken or omissions made by the Person pursuant to the authority of this Ordinance.

(b) The foregoing indemnity provisions include, but are not limited to, the City's reasonable attorneys' fees incurred in defending against any such claim, suit, or proceeding prior to the Person assuming such defense. The City shall notify a Person of claims and suits within seven (7) business days of its actual knowledge of the existence of such claim, suit, or proceeding. Once a Person assumes such defense, the City may at its option continue to participate in the defense at its own expense.

(c) Notwithstanding anything to the contrary contained in this Ordinance, the City shall not be so indemnified or reimbursed in relation to any amounts attributable to (i) the City's own negligence, willful misconduct, intentional or criminal acts, or (ii) the City acting in a proprietary capacity to deliver Service(s) within the City.

(d) Recovery by the City of any amounts under insurance, a performance bond, or otherwise does not limit a Person's duty to indemnify the City in any way; nor shall such recovery relieve a Person of amounts owed to the City, or in any respect prevent the City from exercising any other right or remedy it may have.

4. Penalties.

Any Person violating any provision of this Ordinance shall, upon conviction by the City's municipal court, be punished by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment. Each day the violation continues may be charged as a separate offense.

E. ~~[Dispute Resolutions,]~~ Appeals ~~[and Arbitration]~~.

1. The Director, after consultation with the City Administrator, shall make a final determination as to any matter concerning the grant, denial or revocation of a ROW Permit as provided in this Ordinance. On the request of an Applicant or a ROW User and within a reasonable period of time, the Director also shall make a final determination as to any other issue relating to the use of the ROW, the imposition of any fee or the application of any provision of this Ordinance, provided, however, that this review shall not apply to matters being prosecuted in the municipal court. Any final determination of the Director shall be subject to review as provided herein.

2. Any Person aggrieved by a final determination of the Director may appeal in writing to the City **Administrator** ~~[Manager]~~ within ten business (10) days thereof. The appeal shall assert specific grounds for review, and the City **Administrator** ~~[Manager]~~ shall render a decision on the appeal within fifteen (15) business days of receipt affirming, reversing, or modifying the determination of the Director. The City **Administrator** ~~[Manager]~~ may extend this time period for the purpose of any investigation or hearing deemed necessary. A decision affirming the Director's determination shall be in writing and supported by findings establishing the reasonableness of the decision.

3. Any Person aggrieved by the final determination of the City **Administrator** ~~[Manager]~~ may file a petition for review pursuant to Chapter 536 of the Revised Statutes of Missouri, as amended, in the Circuit Court of Cooper County. Such petition shall be filed within thirty (30) days after the City **Administrator's** ~~[Manager's]~~ final determination.

~~{4. — Arbitration and Mediation.~~

~~(a) — On agreement of the parties and in addition to any other remedies, any final decision of the City Manager may be submitted to mediation or binding arbitration.~~

~~(b) — In the event of mediation, the City Manager and the Applicant or ROW User shall agree to a mediator. The costs and fees of the mediator shall be borne equally by the parties, and each party shall pay its own costs, disbursements and attorney fees.~~

~~(c) In the event of arbitration, the City Manager and the Applicant or ROW User shall agree to a single arbitrator. The costs and fees of the arbitrator shall be borne equally by the parties. If the parties cannot agree on an arbitrator, the matter shall be resolved by a three person arbitration panel consisting of one arbitrator selected by the City Manager, one arbitrator selected by the Applicant or ROW User, and one person selected by the other two arbitrators, in which case each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third arbitrator and of the arbitration. Each party shall also pay its own costs, disbursements and attorney fees.]~~

F. Miscellaneous.

1. After the completion of public ROW Work the ROW User shall provide to the City as-built drawings, maps or other comparable records as determined by the Director, drawn to scale and certified to the City as reasonably depicting the location of all Facilities constructed pursuant to the ROW Permit. Such records may be provided to the Director in the form maintained by the ROW User, but when available to the ROW User, shall be submitted in automated formats that are compatible with City Systems, as determined by the Director, or in hard copy otherwise.

2. Upon failure of a ROW User to commence, pursue or complete any ROW Work required by law or by the provisions of this Ordinance to be done in any street, within the time prescribed and to the reasonable satisfaction of the City, the City may, at its option, after thirty (30) days notice, cause such work to be done and the ROW User shall pay to the City the cost thereof in the itemized amounts reported by the City to the ROW User within thirty (30) days after receipt of such itemized report.

3. Upon ten (10) days written notice and with the supervision of the City, or as otherwise provided by law, a ROW User shall have the authority to trim trees that overhang Rights of way of the City so as to prevent the branches of such trees from coming in contact with its Facilities, at its own expense subject to the supervision and direction of the City. Nothing in this paragraph shall authorize the trimming of trees on private property without permission of the property owner. All cut materials shall be properly disposed.

4. During ROW Work by a ROW User the City shall have the right to install, and to thereafter maintain, at its own cost in any excavation to or other applicable disturbance of the ROW any parallel facilities of its own that do not unreasonably interfere with the operations of other Facilities.

5. Nothing in this Ordinance shall be in preference or hindrance to the right of the City and any board, authority, commission or public service corporation of the City to use or occupy the Rights of way or to perform or carry on any public works or public improvements of any description.

Section 4. Zoning and Police Power Regulations and Facilities on Private Property

A. *Definitions.* The following terms shall have the following meanings unless otherwise defined by context:

“Director,” the City’s Public Works Director or such other person designated to administer and enforce this Ordinance.

“Facilities,” a network or system, or any part thereof, used for providing or delivering a Service and consisting of one or more lines, pipes, irrigation systems, wires, cables, fibers, conduit facilities, cabinets, poles, vaults, pedestals, boxes, appliances, antennas, transmitters, radios, towers, gates, meters, appurtenances, or other equipment.

“Person” an individual, partnership, limited liability corporation or partnership, association, joint stock company, trust, organization, corporation, or other entity, or any lawful successor thereto or transferee thereof.

“Facilities Permit,” a permit granted by the City for placement of Facilities on private property.

“Service,” providing or delivering an economic good or an article of commerce, including, but not limited to gas, telephone, cable television, Internet, open video systems, video services, alarm systems, steam, electricity, water, telegraph, data transmission, petroleum pipelines, sanitary or storm water sewerage or any similar or related service, to one or more Persons located within or outside of the City using Facilities located within the City.

B. Facilities Permits.

1. Any Person desiring to place Facilities on private property must first apply for and obtain a Facilities Permit, in addition to any other building permit, license, easement, franchise, or authorization required by law. The Director may design and make available standard forms for such applications, requiring such information as allowed by law and as the Director determines in his or her discretion to be necessary and consistent with the provisions of this Ordinance and to accomplish the purposes of this Ordinance. Each application shall at minimum contain the following information, unless otherwise waived by the Director:

(a) The name of the Person on whose behalf the Facilities are to be installed and the name, address, and telephone number of a representative whom the City may notify or contact at any time (i.e., 24 hours per day 7 days per week) concerning the Facilities;

(b) A description of the proposed work, including a site plan and such plans or technical drawings or depictions showing the nature, dimensions, and description of the Facilities, their location, and their proximity to other Facilities that may be affected by their installation.

2. Each such application shall be accompanied by an application fee approved by the City to cover the cost of processing the application.

3. Application Review and Determination.

(a) The Director shall promptly review each application within thirty-one (31) days prior to granting or denying the application. Unless the Application is denied pursuant to subparagraph (d) hereof, the Director shall issue a Facilities Permit upon determining that the applicant (i) has submitted all necessary information, (ii) has paid the appropriate fees and (iii) is in full compliance with this Ordinance and all other City ordinances. The Director may establish procedures for bulk processing of applications and periodic payment of fees to avoid excessive processing and accounting costs.

(b) It is the intention of the City that proposed Facilities will not impair public safety, harm property values or significant sight-lines, or degrade the aesthetics of the adjoining properties or neighborhood, and that the placement and appearance of Facilities on private property should be minimized and limited in scope to the extent allowed by law to achieve the purposes of this section. To accomplish such purposes the Director may impose conditions on Facilities Permits, including alternative landscaping, designs, or locations, provided that such conditions are reasonable and necessary, shall not result in a decline of service quality, and are competitively neutral and nondiscriminatory.

(c) An applicant receiving a Facilities Permit shall promptly notify the Director of any material changes in the information submitted in the application or included in the permit. The Director may issue a revised Facilities Permit or require that the applicant reapply for a Facilities Permit.

(d) The Director may deny an application, if denial is deemed to be in the public interest, for the following reasons:

(i) Delinquent fees, costs or expenses owed by the applicant;

(ii) Failure to provide required information;

(iii) The applicant being in violation of the provisions of this Ordinance or other City ordinances;

(iv) For reasons of environmental, historic or cultural sensitivity, as defined by applicable federal, state or local law;

(v) For the applicant's refusal to comply with reasonable conditions required by the Director; and

(vi) For any other reason to protect the public health, safety and welfare, provided that such denial does not fall within the exclusive authority of the Missouri Public Service Commission and is imposed on a competitively neutral and nondiscriminatory basis.

4. Permit Revocation and Ordinance Violations.

(a) The Director, after consultation with the City Administrator, may revoke a Facilities Permit without fee refund after notice and an opportunity to cure, but only in the event of a substantial breach of the terms and conditions of the permit or this Ordinance. Prior to revocation the Director shall provide written notice to the responsible Person identifying any substantial breach and allowing a reasonable period of time not longer than thirty (30) days to cure the problem, which cure period may be immediate if certain activities must be stopped to protect the public safety. The cure period shall be extended by the Director on good cause shown. A substantial breach includes, but is not limited to, the following:

(i) A material violation of the Facilities Permit or this Ordinance;

(ii) An evasion or attempt to evade any material provision of the Permit or this Ordinance, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its residents;

(iii) A material misrepresentation of fact in the permit application;

(iv) A failure to complete Facilities installation by the date specified in the Permit, unless an extension is obtained or unless the failure to complete the work is due to reasons beyond the applicant's control; and

(v) A failure to correct, upon reasonable notice and opportunity to cure as specified by the Director, work that does not conform to applicable national safety ordinances, industry construction standards, or the City's pertinent and applicable ordinances, including but not limited to this Ordinance, provided that City standards are no more stringent than those of a national safety ordinance.

(b) Any breach of the terms and conditions of a Facilities Permit shall also be deemed a violation of this Ordinance, and in lieu of revocation the

Director may initiate prosecution of the Applicant or the Facilities owner for such violation.

5. Appeals [~~and Alternative Dispute Resolution~~].

(a) Any Person aggrieved by a final determination of the Director and/or City Administrator may appeal in writing to the City Council within ten business (10) days thereof. The appeal shall assert specific grounds for review, and the City Council shall render a decision on the appeal within fifteen (15) business days of its receipt affirming, reversing or modifying the determination of the Director/City Administrator. The City Council may extend this time period for the purpose of any investigation or hearing deemed necessary. A decision affirming the Director's/Administrator's determination shall be in writing and supported by findings establishing the reasonableness of the decision. Any Person aggrieved by the final determination of the City Council may file a petition for review pursuant to Chapter 536 of the Revised Statutes of Missouri, as amended, in the Circuit Court of Cooper County. Such petition shall be filed within thirty (30) days after the City Council's final determination.

~~[(b) — On agreement of the parties and in addition to any other remedies, any final decision of the *City Council* may be submitted to mediation or binding arbitration.]~~

~~(i) — In the event of mediation, the *City Council* and the applicant shall agree to a mediator. The costs and fees of the mediator shall be borne equally by the parties, and each party shall pay its own costs, disbursements and attorney fees.~~

~~(ii) — In the event of arbitration, the *City Council* and the applicant shall agree to a single arbitrator. The costs and fees of the arbitrator shall be borne equally by the parties. If the parties cannot agree on an arbitrator, the matter shall be resolved by a three-person arbitration panel consisting of one arbitrator selected by the *City Council*, one arbitrator selected by the Applicant or Facilities owner, and one person selected by the other two arbitrators, in which case each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third arbitrator and of the arbitration. Each party shall also pay its own costs, disbursements and attorney fees.]~~

C. Facilities Regulations.

1. The following general regulations apply to the placement and appearance of Facilities:

(a) Facilities shall be placed underground, except when other similar Facilities exist above-ground or when conditions are such that underground construction is impossible, impractical or economically unfeasible, as determined by the

City, and when in the City's judgment the above-ground construction has minimal aesthetic impact on the area where the construction is proposed. Facilities shall not be located so as to interfere, or be likely to interfere, with any public facilities or use of public property.

(b) Facilities shall be located in such a manner as to reduce or eliminate their visibility. Non-residential zoning districts are preferred to residential zoning districts. Preferred locations in order of priority in both type districts are (a) thoroughfare landscape easements, (b) rear yards, and (c) street side yards on a corner lot behind the front yard setback. Placements within side yards not bordered by a street or within front yards are discouraged.

(c) Facilities shall be a neutral color and shall not be bright, reflective, or metallic. Black, gray and tan shall be considered neutral colors, as shall any color that blends with the surrounding dominant color and helps to camouflage the Facilities. Sight-proof screening, landscape or otherwise, may be required for Facilities taller than three (3) feet in height or covering in excess of four (4) square feet in size. Such screening shall be sufficient to reasonably conceal the Facility. A landscape plan identifying the size and species of landscaping materials shall be approved by the Director prior to installation of any Facility requiring landscape screening. The Person responsible for the Facilities shall be responsible for the installation, repair, or replacement of screening materials. Alternative concealment may be approved by the Director to the extent it meets or exceeds the purposes of these requirements.

(d) Facilities shall be constructed and maintained in a safe manner and so as to not emit any unnecessary or intrusive noise and in accordance with all applicable provisions of the Occupational Safety and Health Act of 1970, the National Electrical Safety Code, and all other applicable federal, state, or local laws and regulations.

(e) No Person shall place or cause to be placed any sort of signs, advertisements, or other extraneous markings on the Facilities, except such necessary minimal markings approved by the City as necessary to identify the Facilities for service, repair, maintenance or emergency purposes or as may be otherwise required to be affixed by applicable law or regulation.

(f) If the application of this subsection excludes locations for Facilities to the extent that the exclusion conflicts with the reasonable requirements of the applicant, the Director shall cooperate in good faith with the applicant to attempt to find suitable alternatives, but the City shall not be required to incur any financial cost or to acquire new locations for the applicant.

2. Any Person installing, repairing, maintaining, removing, or operating Facilities, and the Person on whose behalf the work is being done, shall protect from damage any and all existing structures and property belonging to the City and any

other Person. Any and all rights of way, public property, or private property disturbed or damaged during the work shall be repaired or replaced, and the responsible Person shall immediately notify the owner of the fact of the damaged property. Such repair or replacement shall be completed within a reasonable time specified by the Director and to the Director's satisfaction.

3. The applicant shall provide written notice to all property owners within one hundred and eighty-five (185) feet of the site at least seven (7) days prior to any installation, replacement or expansion of its Facilities. Notice shall include a reasonably detailed description of work to be done, the location of work, and the time and duration of the work.

4. At the City's direction, a Person owning or controlling Facilities shall protect, support, disconnect, relocate, or remove Facilities, at its own cost and expense, when necessary to accommodate the construction, improvement, expansion, relocation, or maintenance of streets or other public works or to protect the ROW or the public health, safety, or welfare.

5. If a Person installs Facilities without having complied with the requirements of this Ordinance or abandons the Facilities, said Person shall remove the Facilities, and if the Person fails to remove the Facilities within thirty (30) days, the City may, to the extent permitted by law, have the removal done at the Person's expense.

6. Facilities shall be subject to all other applicable regulations and standards as established as part of the City Code, including but not limited to building codes, zoning requirements and rights of way management regulations in addition to the regulations provided herein.

Section 5. Any person found guilty of violating any provision of this Ordinance shall be punished by a fine not to exceed \$1,000.00, or by imprisonment not to exceed 90 days, or by both such fine and imprisonment, and each day the violation continues shall constitute a separate offense.

Section 6. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

SECTION 4: This Ordinance shall be in full force and effect after its passage and approval as provided by law.

FIRST READING: October 2ND, 2017

SECOND READING THIS 16TH DAY OF OCTOBER 2017, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS APPROVAL

Passed 16TH day of October, 2017.

President of the Council

APPROVED THIS 16TH DAY OF OCTOBER 2017

Julie Thacher

Mayor

ATTEST:

Teresa Studley

City Clerk

**City of Boonville
Boonville Parks and Recreation Board**

**Cancelled Meeting
September 19, 2017**

The Tuesday, September 19, 2017 meeting of the Boonville Parks and Recreation Board has been cancelled. The next scheduled meeting will be Tuesday, October 17, 2017.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOONVILLE, MO
MINUTES
August 17, 2017

The Directors of the Industrial Development Authority of the City of Boonville, MO met at the City Council Chambers on August 17, 2017. President Ken Hirlinger called the meeting to order at 6:07 PM.

Members present were Sam Giroux, Wilbert Meyer, Harry Enderle, Ken Hirlinger, Lindi Overton, Tabitha Greis, Chad Gaines. Also present were Jim Gann, Economic Development Director; Kate Fjell, Assistant to the City Administrator; and Steve Young, City Council Representative.

Members Absent: Bob Irish and Wendy Wooldridge

Public Comments

There were no public comments.

Approval of Minutes

Minutes of the July 20, 2017 meeting were presented. The content of the minutes were approved after a motion by Mr. Giroux and a second by Mrs. Greis.

Treasurer's Report

The Treasurer's Report was presented by Treasurer Harry Enderle and reviewed by the Board. The Treasurer's Report was approved after a motion by Mrs. Greis and a second by Mrs. Overton.

Economic Developer's Report

Director of Economic Development, Dr. Jim Gann, reviewed his Economic Development Report for the month (attached).

President's Report

President Ken Hirlinger noted that he would like to have a discussion at the next meeting about opportunities for the IDA Board to be more aggressive in marketing and advertising in Saint Louis, Kansas City and Columbia. Dr. Gann noted that our newest business additions to town have come from nearby communities (Fayette and Midway).

Mr. Hirlinger asked Mr. Gaines to provide an update on the Broadband subcommittee. Chad reported that he felt the scope of this subcommittee is more appropriate to the Municipal Facilities Authority (MFA) and recommended that the project be moved to MFA.

Next Board Meeting

The next meeting of the IDA is scheduled for September 21, 2017 at 6:20 PM in the Council Chambers.

Adjournment

There being no further business a motion was made to adjourn by Mrs. Greis and seconded by Mr. Giroux. The motion carried and the meeting was adjourned.

Respectfully submitted,

Kate Fjell
Acting Secretary

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

October 2, 2017

7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

VOLUME 2 OF 2

I. Call to Order – Pledge and Prayer (Ned Beach)

II. Roll Call

III. Hearing of Citizens' Comments

- Dan Buckley, General Manager of Advanced Disposal – Annual Report

IV. Approval of the Minutes of the September 18, 2017 Council Meeting

V. Consent Items

- a. Consider Pay Request No. 5 from Cody Martin Excavating, LLC in the amount of \$70,400.52 for Soccer Fields Grading and Retaining Wall Improvements
- b. Consider Change Order No. 2 from Cody Martin Excavating LLC in the amount of <\$24,290.06> CREDIT for Soccer Fields Grading and Retaining Wall Improvements

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2017-029 Amending Chapter 10 Licenses and Taxation
- B) First and Second Reading of Bill No. 2017-031 Authorizing an Agreement with Qualite Sports Lighting, LLC for Lighting of 6 Fields at Soccer Complex
- C) First and Second Reading of Bill No. 2017-032 Authorizing an Agreement with Simply Bright Ideas, Inc. for Lighting of Walking Trail at Soccer Complex

VIII. New Business

- A) First Reading of Bill No. 2017-030 Amending Ordinance No. 4073 the 2007 Video Services Providers Act

IX. Reports of Standing Committees

- A) Parks and Recreation Board – September 19, 2017 (Vanessa Dorman)
- B) Industrial Development Authority – August 17, 2017 (Steve Young)
- C) Municipal Facilities Authority – August 17, 2017 (Steve Young)
- D) Housing Authority – September 12, 2017 (Morris Carter)
- E) Street, Alley, and Sanitation Board – September 27, 2017 (Michael Stock)

X. Reports of City Officials

City Administrator

Mayor

City Counselor

Economic Developer

- September 21, 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.

THE MUNICIPAL FACILITIES AUTHORITY OF THE CITY OF BOONVILLE, MO
MINUTES
August 17, 2017

The Directors of the Municipal Facilities Authority of the City of Boonville, MO met at the City Council Chambers on July 20, 2017. President Ken Hirlinger called the meeting to order at 6:20 PM.

Members present were Sam Giroux, Wilbert Meyer, Harry Enderle, Ken Hirlinger, Lindi Overton, Tabitha Greis and Chad Gaines. Also present were Jim Gann, Economic Development Director; Kate Fjell, Assistant to the City Administrator and Steve Young, City Council Representative.

Members Absent: Wendy Wooldridge and Bob Irish

Public Comments

There were no public comments.

Approval of Minutes

Minutes of the July 20th meeting were presented and approved after a motion by Mr. Giroux and a second by Mrs. Greis.

Treasurer's Report

The Treasurer's Report was presented by Treasurer Harry Enderle and reviewed by the Board. The Treasurer's Report was approved after a motion by Mr. Giroux and a second by Mr. Gaines.

Mr. Enderle directed the Board to look at the MFA Tax Status review completed by Williams Keepers and Associates (Attached). They outline several options for moving forward. Mr. Enderle asked that a discussion on MFA and its path forward relative to the recommendations in the report be included on the September agenda.

Housing Development Forum

President Hirlinger suggested that perhaps the forum should be in October to allow adequate planning. Dr. Gann asked for the Board members to email suggestions for the invite list to him over the next couple weeks. He will compile a list.

President's Report

President Hirlinger established a technology/broadband meeting and appointed Mr. Chad Gaines, Mrs. Tabitha Greis and Mr. Sam Giroux to the subcommittee. They will provide a report at the next MFA Meeting in September.

Next Board Meeting

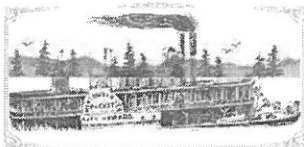
The next meeting of the IDA is scheduled for September 21, 2017 at 5:30 PM in the Council Chambers.

Adjournment

There being no further business a motion was made to adjourn by Mrs. Greis and seconded by Mrs. Overton at 7:30. The motion carried and the meeting was adjourned.

Respectfully submitted,

Kate Fjell
Acting Secretary



HOUSING AUTHORITY of the City of Boonville

506 Powell Ct.
Boonville, MO 65233-1521

Office: 660-882-7332
Fax: 660-882-6811



MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF BOONVILLE, MO HELD ON September 12, 2017

On the 12th of September 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	Vice Chair, Marilyn Adkins
Commissioner, Laura Holman	Commissioner, Charles Green	Secretary, Robert Rorah
Guest: Scott Purvis, Stacey Pagliaro	Absent: Albert Turner	

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 August 9, 2017 regular board meeting. Marilyn Adkins made motion to approved the minutes. The motion was seconded by Charles Green. The motion passed.

3. **Bills and Communications:** The UMB Bank Balance for September 12, 2017 was \$38,984.84. Consideration was given and discussion held on Bills Paid in August 2017. The Bank Reconciliation Statement from July 31, 2017 along with the corresponding Operating Budget Trial Balance were discussed and reviewed.

4. **Report of the Secretary:** PIC Report for August 31, 2017 was at 100%. The Project Performance Reports for August 31, 2017 were also distributed and discussed, Tenant Occupancy was at 98%.

5. **Unfinished Business:** Discussion was held and consideration was given on the following; a. The Real Estate Assessment Center (REAC) inspection including preventing tenant removal of smoke detectors and the cutting down four large trees on Winn Drive to promote grass growth thus preventing ground erosion. b. The ongoing Operating Reserve Litigation continues and we have no additional news at this time.

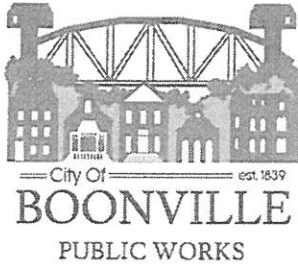
6. **New Business:** Discussion was held and consideration was given on the following; a. John Linville made motion on the approve the review and background of "Pilot" and the benefits of having had "Pilot" historically abated by the City. Laura Holman second the motion, the motion passed. b. The St. Louis HUD Field Office has given notice that they may want us to enact our "Disaster Wait List" preference as a result of the two recent hurricanes in the South, HUD will notify us if and when to do so.

7. **Miscellaneous:** None

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

CHAIRPERSON: _____ Date _____

SECRETARY: _____ Date _____



MEMORANDUM

TO: Street, Alley and Sanitation Board

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

DATE: September 25, 2017

RE: September 27, 2017 Meeting Cancellation

The Street, Alley and Sanitation Board regularly scheduled meeting for Wednesday, September 27, 2017 is cancelled. There are no pending agenda items for board consideration.

A handwritten signature in cursive script, appearing to read "M L Cauthon III".

M. L. Cauthon III

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

September 21, 2017

1. Follow up Items

- a. Housing Summit
 - i. Proposed Invitation – New from membership
 - ii. Revised Invitation List (Handout)
- b. Migration Maps (Handout)

2. Missouri Partnership-Sourced Attraction Activities

- a. **NEW – Project Charge** – Manufacturing (Nordyne Plant)
 - i. Potential zoning issue (Handout)
- b. **NEW – Project Cold** – Manufacturing (Nordyne Plant)
 - i. RFI Submitted (Handout)
- c. **NEW – Site Inquiry**
 - i. No Submission (Handout)
- d. **Project Aurora** – Clean Room Manufacturing (Nordyne Plant)
 - i. 9/5/17 Communication from MOPAR (Handout)
- e. **Project T** – Manufacturing (Spec. Building)
 - i. 8/17/17 Communication from MOPAR (Handout) – Project is Closed
- f. **Project 20** – Agricultural Manufacturing (Nordyne Plant)
 - i. No activity
- g. **Project Tito** - Manufacturing (Nordyne Plant)
 - i. No activity

3. Locally-Sourced Attraction Activities

- a. **NEW - Building Inquiry** – Aerospace Manufacturing
- b. **NEW – Project POP** – (Biomaterials Processing)
- c. **Project Switch** (Biomaterials Processing)
 - i. Follow-up email exchanges between company and local farmer group
- d. **Project Sword** (Greenfield Major Tourism)
 - i. No Activity
- e. **Project Bed** (Green Field or Kemper Campus) – Quasi-governmental service provider
 - i. No Activity expected until May 2018 at the earliest
- f. **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 pitch at Animal Health Corridor (Handout)

6. Community Engagement Initiatives

- a. I spoke at the Farm Bureau Meeting – Boonville - 9/12

7. Workforce Development

- a. Update of our labor shed report 2015 – Perhaps April of '18 – Postponed to '19?
 - i. Discussion
- b. Job Opportunities (Handout)

8. Kemper Campus

- a. No Activity

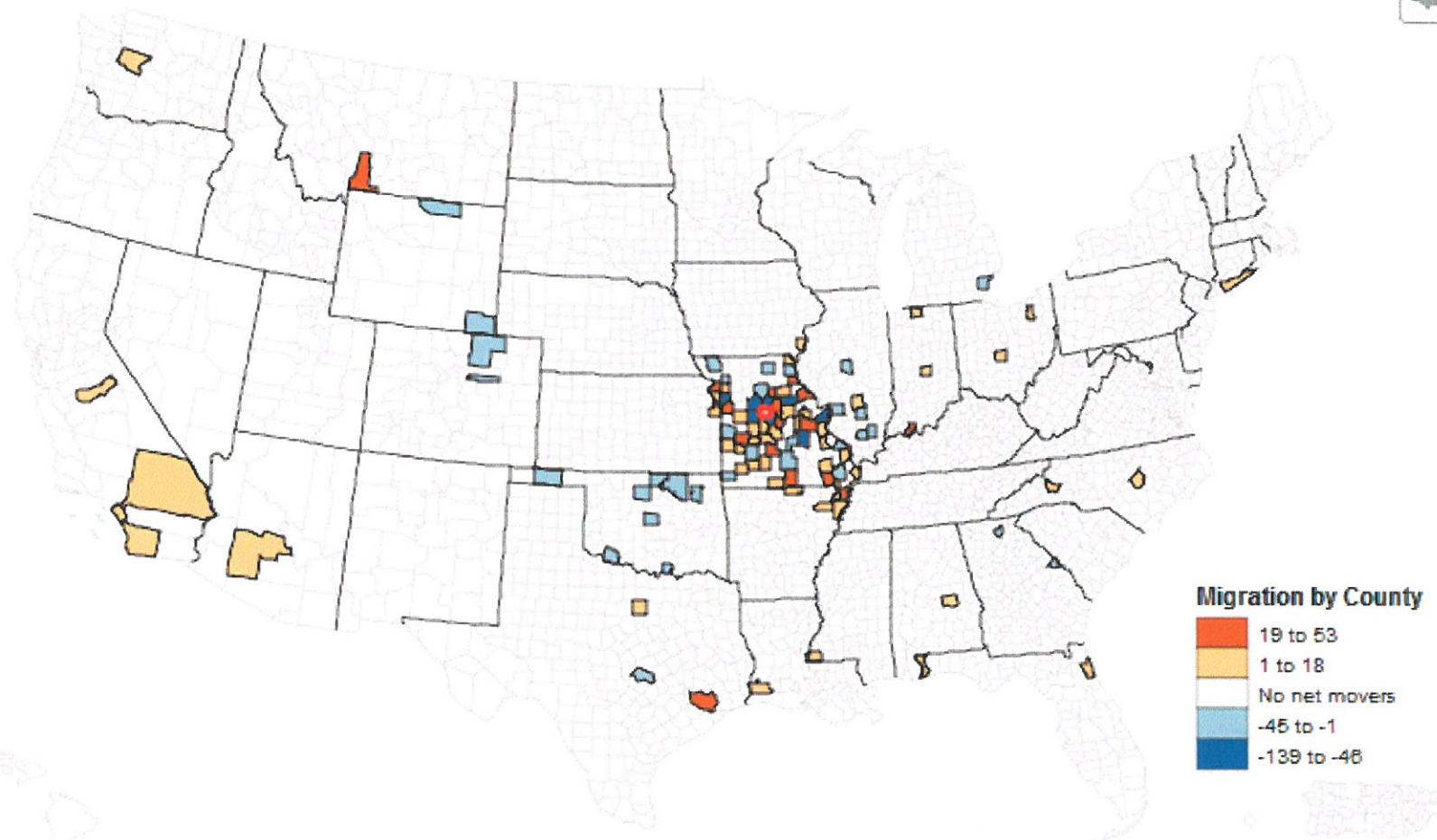
9. Other Matters

- a. Broadband Discussion
 - i. Tweets about Mexico, Mo. Project (Handout)
- b. Project Mitt follow up (Handout)
- c. Fulton Hospital Article (Handout)

10. Upcoming Activities

- a. "Bringing Up Business" – 10/8 – 10/15 in Columbia

Total Net Migration Flows for Cooper County, Missouri



CITY OF BOONVILLE
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2017

01 -GENERAL FUND
FINANCIAL SUMMARY

8-31
42%
Norm

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
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REVENUE SUMMARY

01 -GENERAL FUND	5,686,000.00	270,722.15	1,429,376.71	25.14	0.00	4,256,623.29
*** TOTAL REVENUES ***	5,686,000.00	270,722.15	1,429,376.71	25.14	0.00	4,256,623.29
	=====	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

ADMINISTRATION	738,300.00	48,485.82	266,887.91	36.15	0.00	471,412.09
POLICE	1,739,600.00	120,101.60	709,226.23	40.77	0.00	1,030,373.77
FIRE DEPARTMENT	529,575.00	32,204.05	214,670.15	40.54	0.00	314,904.85
STREET DEPARTMENT	780,300.00	35,983.82	214,402.86	27.48	0.00	565,897.14
CENTRAL GARAGE	64,725.00	3,104.08	21,995.50	33.98	0.00	42,729.50
AIRPORT	165,050.00	7,485.37	36,464.62	22.09	0.00	128,585.38
ANIMAL CONTROL	101,600.00	6,733.62	37,372.66	36.78	0.00	64,227.34
PARKS & RECREATION	478,250.00	30,341.03	230,490.65	48.19	0.00	247,759.35
SWIMMING POOL	184,400.00	35,598.73	161,667.72	87.67	0.00	22,732.28
NON-OPERATING EXPENDITURE	127,000.00	828.51	11,177.74	8.80	0.00	115,822.26
CEMETERY	15,200.00	1,942.85	9,719.55	63.94	0.00	5,480.45
MUNICIPAL COURT	38,000.00	1,829.76	10,091.68	26.56	0.00	27,908.32
COP-DEBT SERVICE	774,000.00	63,482.32	317,411.60	41.01	0.00	456,588.40
MAJOR PROJECTS	143,660.00	64,213.64	303,354.49	211.16	0.00	(159,694.49)
*** TOTAL EXPENDITURES ***	5,879,660.00	452,335.20	2,544,933.36	43.28	0.00	3,334,726.64
	=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***	(193,660.00)	(181,613.05)	(1,115,556.65)	576.04	0.00	921,896.65
	=====	=====	=====	=====	=====	=====

11 payrolls

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: AUGUST 31ST, 2017

02 -SANITATION
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
02	-SANITATION	664,000.00	65,640.81	287,099.40	43.24	0.00	376,900.60
***	TOTAL REVENUES ***	664,000.00	65,640.81	287,099.40	43.24	0.00	376,900.60
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	COLLECTION	664,000.00	11,862.74	201,982.41	30.42	0.00	462,017.59
***	TOTAL EXPENDITURES ***	664,000.00	11,862.74	201,982.41	30.42	0.00	462,017.59
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	53,778.07	85,116.99	0.00	0.00	(85,116.99)
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: AUGUST 31ST, 2017

05 -CAPITAL SALES TAX FUND
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
05 -CAPITAL SALES TAX FUN		674,120.00	47,593.61	302,307.74	44.84	0.00	371,812.26
*** TOTAL REVENUES ***		674,120.00	47,593.61	302,307.74	44.84	0.00	371,812.26
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS		589,600.00	19,203.44	242,864.91	41.19	0.00	346,735.09
ECONOMIC DEVELOPMENT		184,520.00	10,253.85	66,323.48	35.94	0.00	118,196.52
*** TOTAL EXPENDITURES ***		774,120.00	29,457.29	309,188.39	39.94	0.00	464,931.61
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(100,000.00)	18,136.32	(6,880.65)	6.88	0.00	(93,119.35)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

06 -WATER WORKS FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
06 -WATER WORKS FUND		<u>2,418,600.00</u>	<u>202,920.59</u>	<u>1,031,411.02</u>	<u>42.64</u>	<u>0.00</u>	<u>1,387,188.98</u>
*** TOTAL REVENUES ***		<u>2,418,600.00</u>	<u>202,920.59</u>	<u>1,031,411.02</u>	<u>42.64</u>	<u>0.00</u>	<u>1,387,188.98</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		364,820.00	9,891.34	85,646.91	23.48	0.00	279,173.09
WATER DISTRIBUTION		288,150.00	14,467.81	84,588.83	29.36	0.00	203,561.17
WATER TREATMENT PLANT		1,062,800.00	161,705.31	557,488.76	52.45	0.00	505,311.24
DEBT SERVICE		0.00	49,187.23	232,489.34	0.00	0.00	(232,489.34)
CAPITAL PROJECTS		<u>269,230.00</u>	<u>7,496.25</u>	<u>76,590.35</u>	<u>28.45</u>	<u>0.00</u>	<u>192,639.65</u>
*** TOTAL EXPENDITURES ***		<u>1,985,000.00</u>	<u>242,747.94</u>	<u>1,036,804.19</u>	<u>52.23</u>	<u>0.00</u>	<u>948,195.81</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>433,600.00</u>	<u>(39,827.35)</u>	<u>(5,393.17)</u>	<u>1.24-</u>	<u>0.00</u>	<u>438,993.17</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

07 -CAPITAL IMPROVEMENTS FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
07 -CAPITAL IMPROVEMENTS		145,000.00	39.26	11,384.08	7.85	0.00	133,615.92
*** TOTAL REVENUES ***		145,000.00	39.26	11,384.08	7.85	0.00	133,615.92
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
CAPITAL IMPROVEMNTS		172,300.00	6,239.06	8,480.79	4.92	0.00	163,819.21
*** TOTAL EXPENDITURES ***		172,300.00	6,239.06	8,480.79	4.92	0.00	163,819.21
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		(27,300.00)	(6,199.80)	2,903.29	10.63-	0.00	(30,203.29)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

08 -WASTE WATER FUND
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
08 -WASTE WATER FUND		<u>2,353,350.00</u>	<u>214,863.14</u>	<u>1,032,487.64</u>	<u>43.87</u>	<u>0.00</u>	<u>1,320,862.36</u>
*** TOTAL REVENUES ***		<u>2,353,350.00</u>	<u>214,863.14</u>	<u>1,032,487.64</u>	<u>43.87</u>	<u>0.00</u>	<u>1,320,862.36</u>
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION		309,650.00	9,770.61	62,061.91	20.04	0.00	247,588.09
SEWERAGE COLLECTION		450,600.00	19,019.93	98,104.45	21.77	0.00	352,495.55
WASTE WATER TREATMENT		739,100.00	61,166.19	283,846.69	38.40	0.00	455,253.31
WASTE WATER CONSTRUCTION		503,000.00	32,223.07	211,081.76	41.96	0.00	291,918.24
CAPITAL PROJECTS		<u>351,000.00</u>	<u>22,462.69</u>	<u>95,101.10</u>	<u>27.09</u>	<u>0.00</u>	<u>255,898.90</u>
*** TOTAL EXPENDITURES ***		<u>2,353,350.00</u>	<u>144,642.49</u>	<u>750,195.91</u>	<u>31.88</u>	<u>0.00</u>	<u>1,603,154.09</u>
		=====	=====	=====	=====	=====	=====
*** TOTAL PROFIT / (LOSS) ***		<u>0.00</u>	<u>70,220.65</u>	<u>282,291.73</u>	<u>0.00</u>	<u>0.00</u>	<u>(282,291.73)</u>
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

16 -TOURISM TAX
FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
16	-TOURISM TAX	239,000.00	41,541.39	128,021.33	53.57	0.00	110,978.67
***	TOTAL REVENUES ***	239,000.00	41,541.39	128,021.33	53.57	0.00	110,978.67
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	239,000.00	23,787.16	119,832.68	50.14	0.00	119,167.32
***	TOTAL EXPENDITURES ***	239,000.00	23,787.16	119,832.68	50.14	0.00	119,167.32
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	0.00	17,754.23	8,188.65	0.00	0.00	(8,188.65)
		=====	=====	=====	=====	=====	=====

C I T Y O F B O O N V I L L E
 FINANCIAL STATEMENT
 AS OF: AUGUST 31ST, 2017

17 -GAMING TAXES
 FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
17	-GAMING TAXES	3,534,000.00	290,484.19	1,467,070.39	41.51	0.00	2,066,929.61
***	TOTAL REVENUES ***	3,534,000.00	290,484.19	1,467,070.39	41.51	0.00	2,066,929.61
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
01	-ADMINISTRATION	4,080,000.00	260,157.48	725,209.52	17.77	0.00	3,354,790.48
***	TOTAL EXPENDITURES ***	4,080,000.00	260,157.48	725,209.52	17.77	0.00	3,354,790.48
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(546,000.00)	30,326.71	741,860.87	135.87-	0.00	(1,287,860.87)
		=====	=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: AUGUST 31ST, 2017

20 -PARK/STORMWATER SALES TAX

FINANCIAL SUMMARY

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>REVENUE SUMMARY</u>							
20	-PARK/STORMWATER SALES	757,000.00	69,941.47	314,212.82	41.51	0.00	442,787.18
***	TOTAL REVENUES ***	757,000.00	69,941.47	314,212.82	41.51	0.00	442,787.18
		=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
	ADMINISTRATION	2,517,000.00	283,793.57	1,122,297.96	44.59	0.00	1,394,702.04
***	TOTAL EXPENDITURES ***	2,517,000.00	283,793.57	1,122,297.96	44.59	0.00	1,394,702.04
		=====	=====	=====	=====	=====	=====
***	TOTAL PROFIT / (LOSS) ***	(1,760,000.00)	(213,852.10)	(808,085.14)	45.91	0.00	(951,914.86)
		=====	=====	=====	=====	=====	=====