

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

September 18, 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 (Susan Meadows)

II. Roll Call

III. Hearing of Citizens' Comments

- Matt Schneringer - YMCA
- Laura Wax, Chamber of Commerce

IV. Approval of the Minutes of the August 22, 2017 and September 5, 2017 Council Meetings

V. Consent Items

- 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

VI. Presentation of Accounts and Claims

- Totals Originally for September 5, 2017
- Totals for September 18, 2017

VII. Unfinished Business

- A) None.

VIII. New Business

- A) First and Second Reading of Bill No. 2017-027 Authorizing Execution of State Grant with Missouri Highways and Transportation Commission for Airport Improvements.
- B) 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.
- C) First Reading of Bill No. 2017-029 Amending Chapter 10 Licenses and Taxation

IX. Reports of Standing Committees

- A) Street, Alley, and Sanitation Board – August 28, 2017 (Michael Stock)
- B) Board of Public Works – August 31, 2017 (Susan Meadows)
- C) Tourism Commission – September 12, 2017 (Morris Carter)

X. Reports of City Officials

City Administrator

- Code Enforcement Update

Mayor

City Counselor

City Clerk

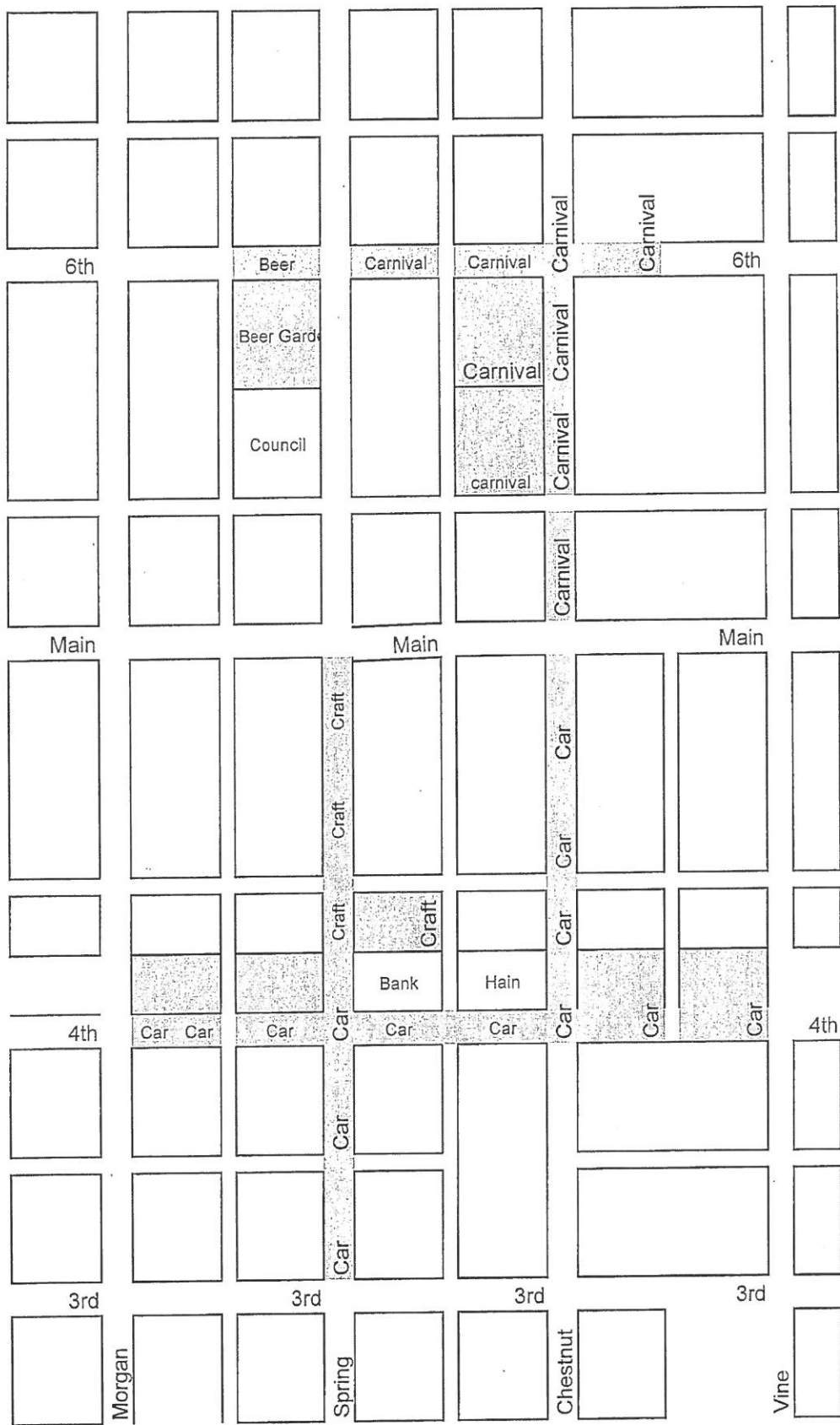
XI. Miscellaneous

XII. Adjourn

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

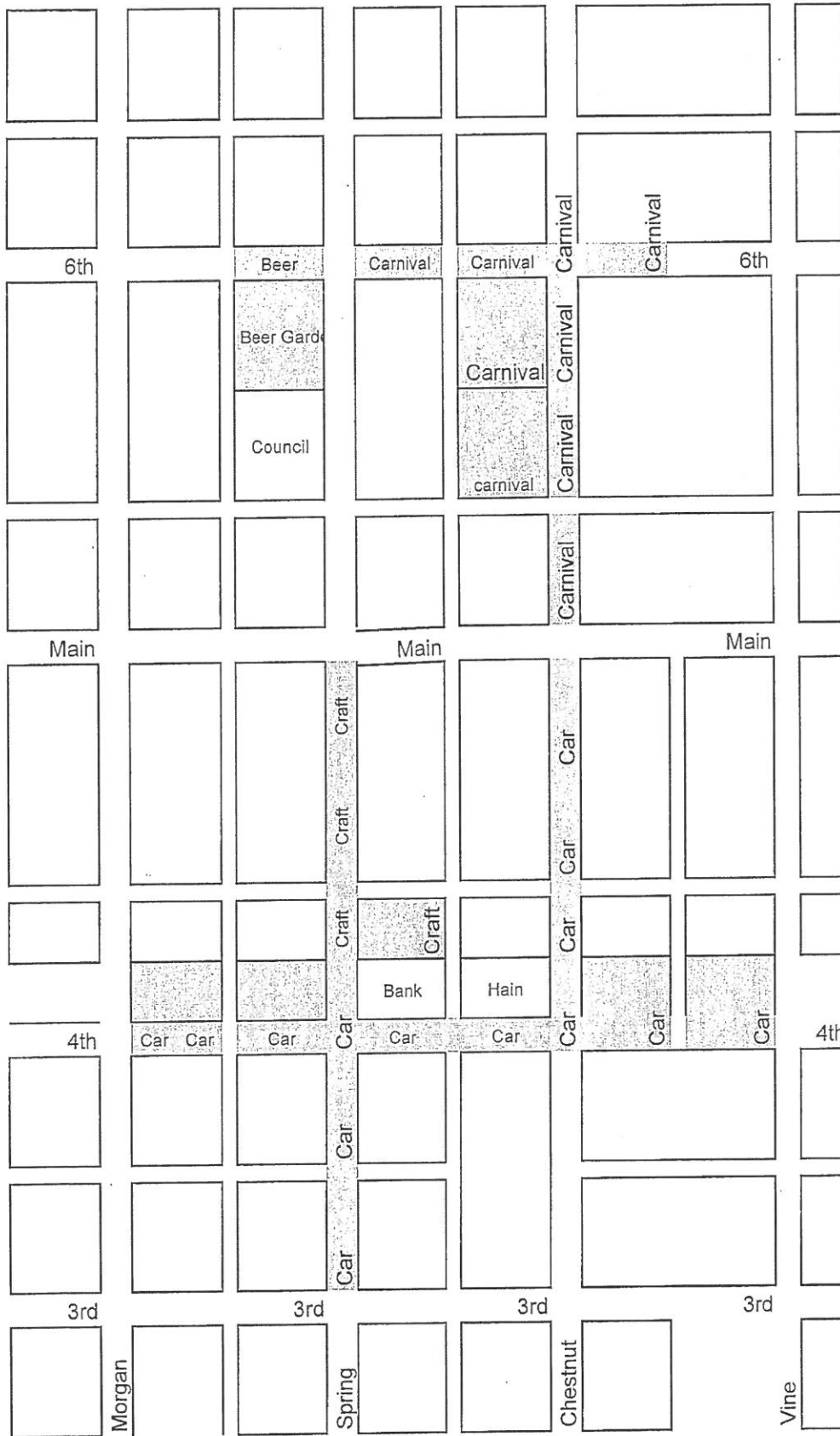


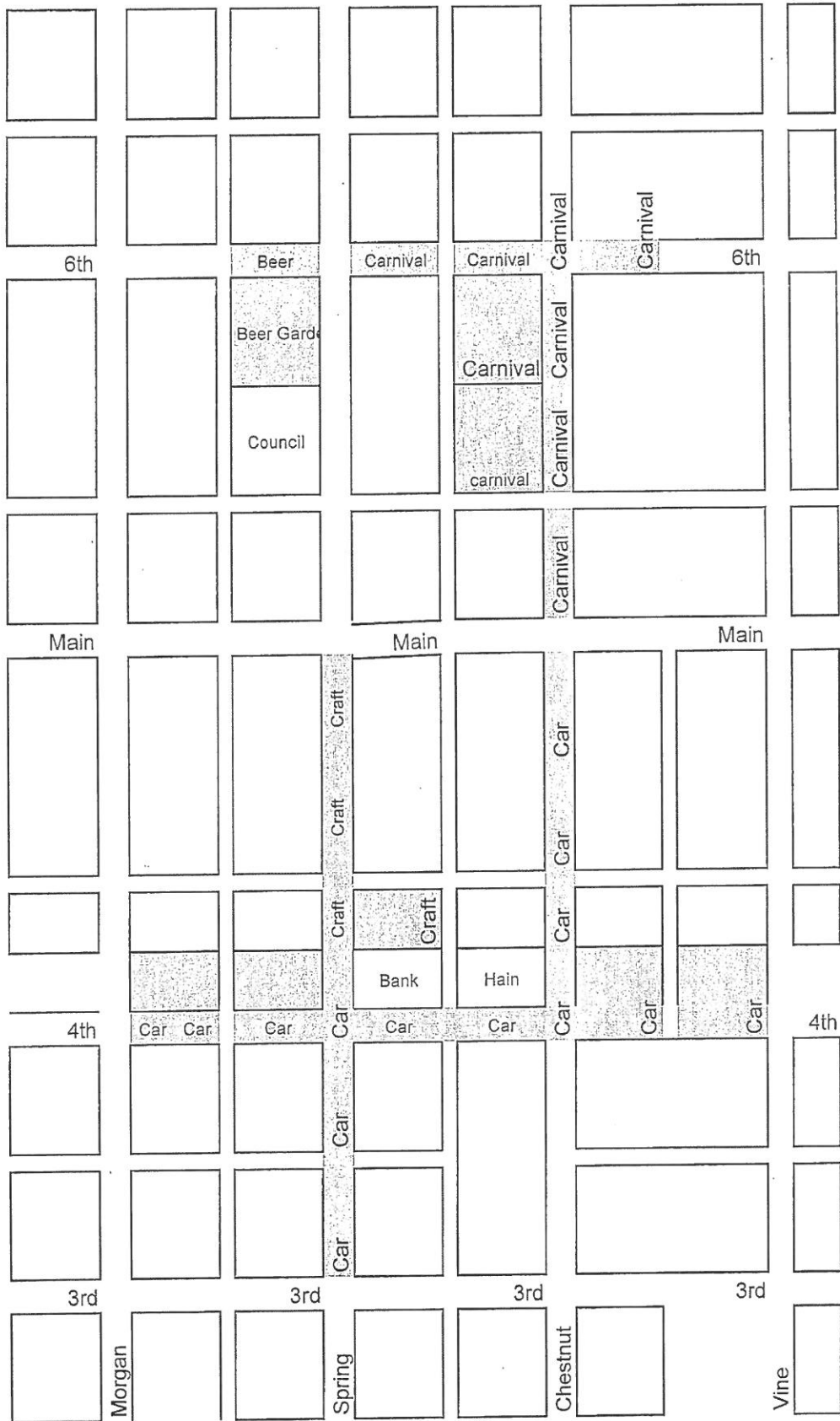




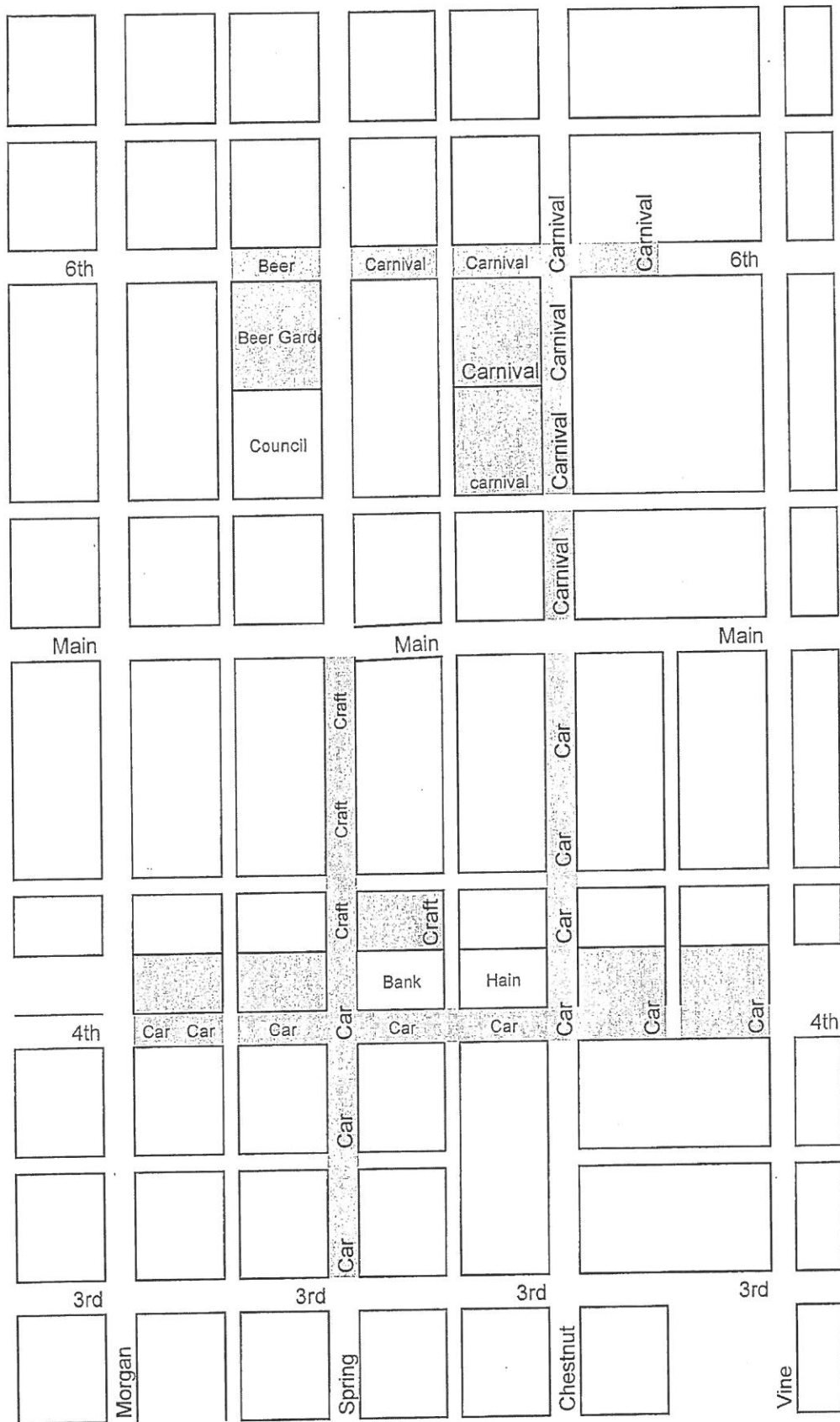
6th		Beer	Carnival	Carnival	Carnival	6th
		Beer Garden		Carnival	Carnival	
		Council		carnival	Carnival	
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Main			Main		Main	
			Craft		Car	
			Craft		Car	
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3rd			Car			3rd
Morgan			Spring		Chestnut	Vine

6th		Beer	Carnival	Carnival	Carnival	Carnival	6th
		Beer Gard		Carnival	Carnival		
		Council		carnival	Carnival		
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4th	Car	Car	Car	Bank	Hain	Car	4th
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3rd			Car				3rd
Morgan			Spring		Chestnut		Vine





6th		Beer	Carnival	Carnival	Carnival	Carnival	6th
		Beer Garden		Carnival	Carnival		
		Council		carnival	Carnival		
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Main			Main			Main	
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4th	Car	Car	Car	Bank	Hain	Car	4th
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3rd			Car				3rd
Morgan			Spring		Chestnut		Vine



DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting
Minutes
August 22, 2017

7:00 p.m. – Public Hearing

Establishing the Tax Levy for Fiscal Year 2017-18 beginning April 1, 2017

Mayor Thacher opened the Public Hearing at 7:00 p.m. to establish the tax levy for Fiscal Year 2017-18 beginning April 1, 2017.

Mayor Thacher invited any public comments on this issue. There were no public comments. With no public comments being offered, Mayor Thacher closed the Public Hearing at 7:00 p.m.

The Boonville City Council met in Regular Session on August 22, 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 Mr. Michael Stock led the prayer after the pledge of allegiance.

ROLL CALL

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

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE AUGUST 7, 2017 COUNCIL MEETINGS

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved and Ms. Meadows seconded the motion for approval. Ayes: Stock, Young, Meadows, Beach, Hurt, Carter, Venable, and Dorman. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

UNFINISHED BUSINESS

FISCAL YEAR 2016-17 AUDIT PRESENTATION BY JEFF CHITWOOD OF GERDING, KORTE, AND CHITWOOD

Jeff Chitwood of Gerding, Korte, and Chitwood presented a brief overview of the Fiscal Year 2016-17 audit that was performed by their organization earlier this year for the City of Boonville. Mr. Chitwood thanked the staff for their cooperation and organization of materials prior to their visit, which allowed them to do a timely and accurate audit. He then reviewed the financial reviews in the document for the council. Mr. Chitwood explained to the Council that the audit opinion is an unmodified opinion, which is the best opinion that an organization can receive in an audit. Mr. Chitwood explained that the Management Discussion (pages 4 – 12 of the audit) summarizes what has been done throughout the years and what to look for in an audit. It gives a good summary of how well the City of Boonville did this year compared to last year's audit. Mr. Chitwood pointed out the Balance Sheet on page 16 of the audit. Mr. Chitwood explained that the total for the Governmental Fund is \$11.2 million and the total expenditures are \$11.7 million. That is a 96% fund equity which is excellent. Mr. Chitwood stated that the City is in good financial standing for the government funds. Mr. Chitwood praised city staff for their hard work. Mr. Chitwood reviewed the Compliance and Internal Control Report in the audit. Mr. Chitwood explained that with the material audited, the auditors did not identify any deficiencies in internal control that they consider to be material weaknesses. Mr. Chitwood reviewed the communications letter. The council offered no questions or comments. Mr. Tessendorf praised Mr. Chitwood for assisting the City of Boonville on any questions that we might have throughout the year.

SECOND READING OF BILL NO 2017-025 ESTABLISHING THE TAX LEVY FOR FY 2017-18

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved and Mr. Beach seconded the motion to approve this bill. Mr. Tessendorf pointed out to the Council that there was a .70% increase in the total assessed valuation for the City. Mr. Tessendorf advised the Council that the proposed tax rate is .7060 per \$100, and it was decided to not use the maximum rate of .7366 per \$100 which is allowed by Missouri Constitution. With no questions, roll call was taken. Ayes: Stock, Young, Meadows, Beach, Hurt, Carter, Venable, and Dorman. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

CONSIDER RESOLUTION R2017-08 AUTHORIZING REIMBURSEMENT OF EXPENSES RELATIVE TO PLANNED TAX-EXEMPT FINANCING FOR SOCCER PROJECT

Ms. Studley read the resolution in its entirety. Mr. Carter moved and Ms. Meadows seconded the motion for approval. Mr. Tessendorf explained that this has been prepared by the City's bond counsel and it involves the financing of the second phase of the soccer project. Roll call was taken. Ayes: Stock, Young, Meadows, Beach, Hurt, Carter, Venable, and Dorman. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

NEW BUSINESS

FIRST AND SECOND READING OF BILL NO 2017-026 APPROVING THE PURCHASE OF REAL ESTATE OF TRACT 2A AT 1730 WEST ASHLEY ROAD

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Beach moved and Ms. Dorman seconded the motion for approval. Roll call was taken on Mr. Beach's motion. Ayes: Stock, Young, Meadows, Beach, Hurt, Carter, Venable, and Dorman. Total (8). Opposed: None. Total (0). Absent: None. Total (0). Motion Carried.

REPORTS OF STANDING COMMITTEES

BOARD OF PUBLIC WORKS – JULY 27, 2017

Ms. Meadows advised that the meeting was cancelled due to a lack of quorum.

STREET, ALLEY, AND SANITATION BOARD – JULY 26, 2017

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

PLANNING AND ZONING COMMISSION – AUGUST 8, 2017

Mr. Venable reported that the meeting was cancelled due to lack of new request or applications to consider.

HOUSING AUTHORITY – AUGUST 9, 2017

Mr. Carter reported that the meeting was a good meeting and the minutes are available in the council packet. Mr. Carter reported that the Housing Authority is in good shape.

POLICE BOARD – AUGUST 14, 2017

Mr. Hurt reported that there was a meeting and he was available to answer any questions. Mayor Thacher noted that there have been a few new officers hired.

INDUSTRIAL DEVELOPMENT AUTHORITY – JULY 20, 2017

Mr. Young advised that the minutes are in the council packet. Mr. Young stated that Dr. Gann will report on this during his report of city officials.

MUNICIPAL FACILITIES AUTHORITY – JULY 20, 2017

Mr. Young advised that the minutes are in the council packet. Mr. Young stated that Dr. Gann will report on this during his report of city officials.

PARKS AND RECREATION BOARD – AUGUST 15, 2017

Ms. Dorman reported that she had attended the meeting. Ms. Dorman reported that the board discussed the possibility of a “recreation bag” for citizens to rent from the city. The board decided to research it further. Ms. Dorman advised that the pool has made a bit more money, however, attendance was down from the previous year. There was also a solar eclipse report.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

Mr. Tessendorf briefed the Council on the “Budget Discussion Revenue Enhancers” packet that he included with the regular council packet. Mr. Tessendorf explained that the listed items in the packet are different items that could enhance the financial health of the General Fund. Mr. Tessendorf feels that by addressing these items, the City might be able to get back some of the revenue that has gradually been depleted. Mr. Tessendorf briefly reviewed each item.

- 1) Cable TV Gross Receipts Tax & 2) Utilities Gross Receipts Tax Application to new technology and vendors – Ms. Mayes explained to the Council that currently the City collects 2% gross receipts tax from Suddenlink. The 2007 Video Services Provider Act gave cities statutory authority to impose up to a 5% fee on gross receipts. Ms. Mayes advised the Council that she has been amending Ordinance 4073, which authorizes the continuation of the 2% rate on gross receipts, to increase the cable gross receipts fee to 4% and to bring other telecommunications and data transmission service providers under the gross receipts fee/tax provision. Ms. Mayes explained to the Council that she is looking to enhance the City’s telecommunications and rights of way regulations in order to give the City some ability to control next generation telecom deployments. Ms. Mayes explained that once the amending ordinance takes effect, it will give the City the ability to monitor the rights of way, to identify who is coming in to the City and to inform the utility that the City collects the gross receipt fee/tax on video services, telecommunications, data transmissions and new technology.
- 3) Building Permit Fees – Mr. Tessendorf explained to the Council that the last increase on permit fees were in 2007. Since it has been 10 years, he feels that it needs to be addressed.

- 4) Property Tax – Mr. Tessendorf explained that this goes back to the tax levy increase that was passed earlier in the meeting. Mr. Tessendorf explained that the limit on the tax levy is \$1.00 per \$100, however, to get to this rate would take a vote of the people. The highest rate that the tax levy can be increased to without a vote of the people is .7366 per \$100.
- 5) New Sales Tax Authorized by Legislature – Mr. Tessendorf explained to the Council that there are sales taxes that the City of Boonville does not utilize, for example: streets and roads, signage, economic development, etc. Mr. Tessendorf explained that some of these taxes might have to go to a vote of the people.
- 6) Sales Tax Enforcement – Mr. Tessendorf explained to the Council that there are some vendors that are not paying the sales tax and is searching for ways for the City to enforce the sales tax payments. Mr. Tessendorf explained that Ms. Mayes has moved forward with enforcing this. Ms. Mayes explained to the Council that Mo State Statute 144.083, effective in 2007, requires the City to have a letter of No Tax Due. This letter indicates that all the businesses inside the City that have sales tax licenses and sell products at retail, are collecting the sales tax; which in turn, gets paid to the Department of Revenue, and then given back to the City according to the City's rate. Ms. Mayes explained to the Council that everyone that obtains a business license with the City is required to have this No Tax Due letter. Ms. Mayes explained that there are situations where they have received their business license, however, somewhere along the way, they have become delinquent in paying the sales tax to the Missouri Dept. of Revenue. At that time, the City will receive a revocation notice, but the business continues doing business and still collecting sales tax from the customer. Ms. Mayes stated that the City police have authority to check with businesses to make sure they are in compliance with having a business license, which includes, being current on sales tax, and if they are not compliant, the City Clerk has the authority to shut the doors to the business. Ms. Mayes inquired if it was the will of the Council to move forward and take such action with the businesses that are not compliant. After brief discussion with the Council, it was consensus of the Council to move forward with City of Boonville enforcing total compliance with business licenses, which will require a letter of No Tax due from businesses and further City action if it appears a sales tax license is revoked by the State.
- 7) Sales Tax/Licensure of itinerant vendors and Licensure Rates – Ms. Mayes pointed out to the Council the fee schedule for merchants on page 11 of the budget packet. Ms. Mayes explained that this could be an avenue of revenue enhancement for the City. Ms. Mayes stated that with the increase of festivals and tourism, there is a possibility that the City may be losing out on some of the revenue from the itinerant merchant at these festivals. Therefore, it was suggested that these itinerant merchants purchase an itinerant vendor business license and the city can capture some of that "lost" revenue. It was also suggested that if it is a recurring festival with many vendors, then the organizer of the event can be responsible for a "marketers permit" which would cover all of the itinerant vendors. Ms. Mayes stated that she plans to do a "clean-up" of the ordinances that relate to the different fees, for example the cigarette tax, etc.

- 8) Tax Collection Agreement with County and County Officials – Mr. Tessendorf gave a brief history of how the citizens of Boonville used to pay the property taxes at City Hall until the 1980's when it was taken over by the County to collect the taxes. Ms. Mayes included in the budget packet, a memo to the Council, explaining the breakdown of the cost with the County collecting the taxes for the City of Boonville. Ms. Mayes researched other municipalities from other counties and included her findings in the memo. Ms. Mayes suggests a new contract with the County costing the City 2.75% of its tax revenue instead of the current 4%. Ms. Mayes explained that with the new contract with the County, she hopes that the collector will agree to collect the special assessments for the City of Boonville.
- 9) Housing Authority PILOT Waiver – Mr. Tessendorf explained to the Council of the Housing Authority Payment In Lieu of Taxes (herein after PILOT) Waiver that has been an informal practice whereby the Housing Authority requests the City to waive the payment of the PILOT. Mr. Tessendorf explained that it is not a large amount of money, however is still important for enhancing the City's financial health.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

ECONOMIC DEVELOPMENT

Dr. Gann reviewed his August 17, 2017 report with the Council with particular note to several items.

Dr. Gann reported that the IDA and MFA are working on a housing summit, which was also reported in the Boonville Daily News. They are still gathering information regarding the City's broadband services.

Dr. Gann reported that there has been some activity on the Missouri Partnership, but of the requests made, the City did not have any qualifying buildings.

Dr. Gann reported that there has been some activity on the Locally Sourced Attractions but with nothing substantial to report.

Dr. Gann asked if the Council had any questions. Mr. Beach stated that with the housing summit that is planned, it is important that Dr. Gann include MHDC (Missouri Housing Development Commission) because of the different types of programs that they have.

CITY CLERK

Ms. Studley reminded everyone that the next Council meeting will be held on Tuesday, September 5, 2017, which will be the day after Labor Day holiday.

MISCELLANEOUS

Mr. Beach found it very interesting that Suddenlink was closing their office in town (letter included in Council packet), and he inquired if the service technicians would remain in town. Mayor Thatcher believes that it's only the office closing and the service technicians would remain in town.

Mr. Stock commented that he had received many compliments from people regarding how hard all of the City Staff worked for the Solar Eclipse Event. Mr. Stock wanted to make sure that the City Employees knew that they did a great job!! Mayor Thatcher praised Kate Fjell and Katie Gibson for all of their hard work on the planning and coordinating for the Solar Eclipse Event.

ADJOURN

With no further discussion, Mr. Carter moved and Mr. Beach seconded the motion to adjourn at 8:17 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Julie Thatcher, Mayor

City of Boonville
City Council Meeting
Minutes
September 5, 2017

The Boonville City Council met in Regular Session on September 5, 2017 at 7:00 p.m. at City Hall. The following officers were present: Julie Thacher, Mayor; Irl Tessendorf, City Administrator and Charissa Mayes, City Counselor. Teresa Studley, City Clerk was absent.

The following Council Representatives were present: Steve Young, Susan Meadows, Ned Beach, and Vanessa Dorman. Council Representatives Henry Hurt, Morris Carter, Whitney Venable, and Michael Stock were absent. Mayor Thacher announced a quorum of the elected Council was not present and no actions of the Council requiring a quorum, including voting on ordinances, could be taken.

Respectfully Submitted,

Kate Fjell, Assistant City Administrator

Approved:

Julie Thacher, Mayor

APPLICATION AND CERTIFICATE FOR PAYMENT (PAY ESTIMATE)

Original 1 of 6
Page 1 of 2



CONTRACTOR: Cody Martin Excavating, LLC

APPLICATION NO: 4

PROJECT NO: 454-264

OWNER: City Of Boonville MO

APPLICATION DATE: 4-Sep-17

Secor Fields Grading and Retaining Wall Improvements

PERIOD FROM:

ORIGINAL CONTRACT SUM:

\$537,637.97

NET CHANGE BY CHANGE ORDERS:

\$90,930.29

CONTRACT SUM TO DATE:

\$628,568.26

TOTAL COMPLETED & STORED TO DATE:

\$388,415.14

RETAINAGE 10%:

\$38,841.51

TOTAL EARNED LESS RETAINAGE:

\$349,573.63

LESS PREVIOUS CERTIFICATES OF PAYMENT:

\$274,233.17

CURRENT PAYMENT DUE:

\$75,340.46

CONTRACT TIME LIMIT DATE:

September 29, 2017

This order and 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 performed after previous Certificates for Payment were issued and payments received from the Owner, and that current payment (shown herein) is now due.

CONTRACTOR:

OWNER:

BY:

BY:

DATE:



MECO ENGINEERING COMPANY, INC.
ENGINEERS • SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109

(573)893-5558

ORDINANCE APPROPRIATING MONEY (Totals Originally for September 5, 2017 Meeting)

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 September 18, 2017 the sum of **\$858,212.20**

General Fund	\$173,082.56
Sanitation	\$5,049.06
CIP Tax	\$16,668.69
Water Works	\$208,050.07
Capital Projects	\$6,239.06
Waste Water	\$108,936.11
Tourism	\$21,488.95
Gaming	\$247,085.36
Parks/Water	\$71,612.34

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 **\$858,212.20** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on September 18, 2017 read for the second time this 18th day of September 2017 since a copy was made available prior to the meeting.

Approved September 18, 2017 _____
Mayor

Endorsed September 18, 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

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 September 18, 2017 the sum of **\$313,389.54**

General Fund	\$116,384.51
Sanitation	\$61,204.90
CIP Tax	\$22,389.90
Water Works	\$40,365.02
Capital Projects	\$1,800.00
Waste Water	\$41,906.28
Tourism	\$4,139.09
Gaming	\$19,069.10
Parks/Water	\$6,130.74

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 **\$313,389.54** 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 September 18, 2017 read for the second time this 18Th day of September 2017 since a copy was made available prior to the meeting.

Approved September 18, 2017 _____
Mayor

Endorsed September 18, 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. 2017-027

ORDINANCE NO. _____

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

WHEREAS, the Missouri Highways and Transportation Commission has been selected by the Federal Aviation Administration to administer federal funds for airport improvements under a state block grant program; and

WHEREAS, in order to secure the City's entitlement funding for the designing of runways 18 and 36, north connecting taxiway, and north turnaround reconstruction and runway lighting replacement at Jesse Viertel Memorial Airport, the attached state block grant agreement must be executed by the City no later than September 30, 2017; and

WHEREAS, the attached agreement, marked **Exhibit A**, provides for the maximum allocation of state block grant funds available to the City for this project (which amount is subject to modification based on actual project costs) and obligates the City, among other things, to furnish up to 10% of actual project costs for the airport improvements.

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

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

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

FIRST AND SECOND READING: September 18, 2017

READ FOR THE SECOND TIME AND PASSED THIS 18th DAY OF SEPTEMBER, 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 18th DAY OF SEPTEMBER 2017

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

CCO FORM: MO04
Approved: 03/91 (KR)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Boonville
Project No.: 17-039A-1
Airport Name: Jesse Viertel Memorial

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
34. BAN ON TEXTING WHILE DRIVING

- 35. TRAFFICKING IN PERSONS
- 36. SUSPENSION AND DEBARMENT
- 37. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
- 38. REQUIRED FEDERAL PROVISIONS
- 39. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III – PLANNING

- 40. AIRPORT LAYOUT PLAN
- 41. AIRPORT PROPERTY MAP
- 42. ENVIRONMENTAL IMPACT EVALUATION
- 43. EXHIBIT "A" PROPERTY MAP

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 44. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 45. ENGINEER'S DESIGN REPORT
- 46. GEOMETRIC DESIGN CRITERIA
- 47. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 48. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 49. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 50. WAGE LAWS
- 51. COMPETITIVE SELECTION OF CONTRACTOR
- 52. REVIEW OF BIDS AND CONTRACT AWARD
- 53. NOTICE TO PROCEED
- 54. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 55. LABOR STANDARDS INTERVIEWS
- 56. AIR AND WATER QUALITY STANDARDS
- 57. FILING NOTICE OF LANDING AREA PROPOSAL
- 58. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 59. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
- 60. RESPONSIBILITY FOR PROJECT SAFETY
- 61. RECORD DRAWINGS

SECTION VII – SPECIAL CONDITIONS

- 62. SPECIAL CONDITIONS

SECTION VII – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

Sponsor: City of Boonville
Project No. 17-039A-1
Airport Name Jesse Viertel Memorial

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Boonville (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

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

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to January 1, 2020. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist

of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed One Hundred Eleven Thousand Two Hundred Forty Dollars (\$111,240) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twelve Thousand Three Hundred Sixty Dollars (\$12,360).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before September 30, 2017 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps,

including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

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

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR

Parts 18 and 90, respectively.

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

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5)

years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

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

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

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

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

(F) Sanctions for Noncompliance: In the event the Sponsor fails to

comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

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

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

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

(24) INDEMNIFICATION:

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: Mr. Irl Tessendorf
City Administrator
City of Boonville
401 Main Street
Boonville, MO 65223-1567
(660) 882-2322
email: itess@boonville-mo.org

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

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

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

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

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

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

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

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

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) TRAFFICKING IN PERSONS:

(A) The prohibitions against trafficking in persons (hereinafter, "Prohibitions") apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

(B) In addition to all other remedies for noncompliance that are available to the Federal Aviation Administration (hereinafter, "FAA"), Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:

1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:

a. Associated with performance under this agreement;

or

b. Imputed to the Sponsor or subrecipient using 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

(36) SUSPENSION AND DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(37) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

(38) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(39) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

- a. Gross mismanagement of a Federal grant;
- b. Gross waste of Federal funds;
- c. An abuse of authority relating to implementation or use of Federal funds;
- d. A substantial and specific danger to public health or safety; or
- e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a

committee of Congress;

- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor; or
- g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. §4712(c).

(40) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

(41) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds

only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(42) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(43) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated February 23, 1994 is being updated as part of grant project 16-039A-1. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission.

(44) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

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

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

economy and efficiency of operation.

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

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

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to any AIP standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with their certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP.

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

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

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the

Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(50) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. Sections 327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(51) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(52) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

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

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

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

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

(54) DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(55) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(56) AIR AND WATER QUALITY STANDARDS: Approval of the project is conditioned on the Sponsor's compliance with the applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation or termination of federal assistance under this Agreement.

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

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

(59) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for

items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(60) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(61) RECORD DRAWINGS: The Sponsor shall provide one (1) set of blue line or black line as-built construction plans and two (2) sets of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) set of the approved updated ALP to the FAA Central Region office.

(62) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and

approved airport layout plan.

(D) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(E) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(F) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The

Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

"MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)."

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

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

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(G) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(H) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(I) Design Grant: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two years after design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the Commission has provided federal funding to complete design for the project, and the Sponsor has not completed the design within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BOONVILLE

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF BOONVILLE

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

BILL NO. 2017-028

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT WITH H.W. LOCHNER INCORPORATED TO PROVIDE AIRPORT ENGINEERING SERVICES

WHEREAS, the City of Boonville Airport Board has solicited and received statements of qualifications for airport engineering services; and

WHEREAS, the City of Boonville Airport Board has reviewed the proposals and recommends that H.W. Lochner Incorporated represent the most qualified firm; and

WHEREAS, the City of Boonville's past experience with H.W. Lochner Incorporated has been good; and

WHEREAS, the City of Boonville has received approval to proceed with a project for the Design of Runways 18 and 36, North Connecting Taxiway, and North Turnaround Reconstruction and Runway Lighting Replacement at Jesse Viertel Memorial Airport.

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 and approves the Mayor to execute on its behalf the agreement with H.W. Lochner Incorporated attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

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

FIRST AND SECOND READING: September 18, 2017

READ FOR THE SECOND TIME AND PASSED THIS 18th DAY OF SEPTEMBER, 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 18th DAY OF SEPTEMBER 2017

JULIE THACHER, MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

Airport: Jesse Viertel Memorial
MoDOT Project No.: 17-039A-1

Airport Name: Jesse Viertel Memorial
Project No.: 17-039A-1
County: Cooper

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/01/2016)

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Boonville, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Jesse Viertel Memorial Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT)

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Jesse Viertel Memorial Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with

such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is **12.00%** of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal

amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 12.00% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
TSi Geotechnical, Inc. 8248 NW 101 st Terrace, #5 Kansas City, MO 64153	Sub- consultant, Geotech	\$20,000.00	100%	\$20,000.00	16.42%
TOTAL DBE PARTICIPATION				\$20,000.00	16.42%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

Airport: Jesse Viertel Memorial
MoDOT Project No.: 17-039A-1

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Engineering Surveys & Services	1113 Fay Street Columbia, MO 65201	Surveying	\$23,500.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be

performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$121,800.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The

Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the

Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.
2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.
3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project;

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing

details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without

further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD Civil3D 2017 and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assigns, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restrictions Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a

foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a

prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving

a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify

each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(E)1. Above.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon

**CITY OF BOONVILLE
COUNCIL MEETING**

AGENDA

September 18, 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 (Susan Meadows)

II. Roll Call

III. Hearing of Citizens' Comments

- Matt Schneringer - YMCA
- Laura Wax, Chamber of Commerce

IV. Approval of the Minutes of the August 22, 2017 and September 5, 2017 Council Meetings

V. Consent Items

- 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

VI. Presentation of Accounts and Claims

- Totals Originally for September 5, 2017
- Totals for September 18, 2017

VII. Unfinished Business

- A) None.

VIII. New Business

- A) First and Second Reading of Bill No. 2017-027 Authorizing Execution of State Grant with Missouri Highways and Transportation Commission for Airport Improvements.
- B) 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.
- C) First Reading of Bill No. 2017-029 Amending Chapter 10 Licenses and Taxation

IX. Reports of Standing Committees

- A) Street, Alley, and Sanitation Board – August 28, 2017 (Michael Stock)
- B) Board of Public Works – August 31, 2017 (Susan Meadows)
- C) Tourism Commission – September 12, 2017 (Morris Carter)

X. Reports of City Officials

City Administrator

- Code Enforcement Update

Mayor

City Counselor

City Clerk

XI. Miscellaneous

XII. Adjourn

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

which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2
CFR § 200 Appendix II (E):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cooper County, Missouri. The parties agree that this Agreement is entered into at Boonville, Missouri and substantial elements of its performance will take place or be delivered at Boonville, Missouri, by reason of which the Consultant consents to venue of any action against it in Cooper County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) **NOTICE TO THE PARTIES:** All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) **Notice to the Sponsor:** Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Irl Tessendorf, City Administrator		
SPONSOR'S NAME	City of Boonville, Missouri		
SPONSOR'S ADDRESS	401 Main Street Boonville, MO 65233		
PHONE	(660) 882-2332	FAX	(660) 882-6608
E-MAIL ADDRESS	itess@boonville-mo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) **Notice to the Consultant:** Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ryan M. DaMetz, PE		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	16105 W. 113 th Street Suite 107 Lenexa, KS 66219		
PHONE	(816) 945-5840	FAX	(816) 945-5841

E-MAIL ADDRESS	rdametz@hwlochner.com
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The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as

defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

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

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

Airport: Jesse Viertel Memorial
MoDOT Project No.: 17-039A-1

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the 6th day of September, 2017.

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

Consultant:
H.W. Lochner, Inc.

Sponsor:
City of Boonville, Missouri

By: Martin J. Jacobs
Signature

By: _____
Signature

Title: Vice President

Title: City Administrator

ATTEST:

ATTEST:

By: Ry M. [Signature]
Signature

By: _____
Signature

Title: _____ Project Manager

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Mitigate Runway 36 Approach Slope Obstructions.
2. Reconstruct Runway 18-36, North Connecting Taxiway, and North Turnaround.
3. Replace Existing Medium Intensity Runway Lighting (MIRL) System, Precision Approach Path Indicator (PAPI) Systems, and Runway End Identifier Light (REIL) Systems.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform a topographical survey and geotechnical and pavement investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

Assistance for potential easement acquisition and the preparation of construction plans and construction documents/technical specifications as well as bidding and construction services are not included in this Agreement but may be added by Supplemental Agreement.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Perform site inspections and attend scoping meeting with Sponsor for project formulation.
- b. Coordinate with subconsultants for topographical and obstruction survey and pavement and geotechnical investigation scopes.
- c. Develop preliminary engineer's opinion of probable construction cost and project budget.

2. Design Phase – Engineer's Design Report

- a. Prepare preliminary design report (bound) bearing the engineer's seal, and submit one (1) copy to the Sponsor and MoDOT for review and comments. As a minimum, the design report will include:
 - Description of work (including AIP participation limits).
 - Listing of applicable design standards and Advisory Standards.
 - Design Considerations for airport Operational Safety.
 - Site Conditions including photographs. Pavement design calculations and proposed typical sections.
 - Geotechnical investigation and laboratory test results.
 - Analysis of alternatives and recommendations.
 - Summary of the design computations.
 - Justification for selection of design materials.
 - Life Cycle analysis (if applicable) and recommendations.
 - Pavement marking analysis.
 - Surface and subsurface drainage analysis/calculations.
 - Seeding/top soiling considerations.
 - Lighting system design/calculations.
 - PAPI & REIL placement/aiming calculations.
 - Identification of modifications to FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
 - Summary of preliminary project budget including an engineer's opinion of probable construction cost.
 - Miscellaneous work items.
 - Summary of recommendations.
- b. Finalize design report with consideration of preliminary review comments from the Sponsor and MoDOT
- c. Submit one (1) copy of the final design report to the Sponsor and MoDOT.

3. Approach Surface Obstruction Coordination

- a. Prepare exhibits showing the location of trees to be removed.
- b. Coordinate with the Sponsor and MoDOT regarding easement acquisition and tree mitigation.
- c. Conduct meetings with the landowner to discuss the need to acquire an easement and mitigate the trees.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in preparation of Project Grant Application for funding for submittal to MoDOT.
- b. Assist the Sponsor in preparation of grant reimbursement requests throughout the Project for submittal to MoDOT.

2. Surveying Services

a. Field Survey – Engineering Design

- 1) Coordinate access to the Project site with the Airport.
- 2) Establish survey baselines for improvement areas and set horizontal control points as shown on Exhibit I for use during the survey and construction. The horizontal control points shall be established on NAD 83 or better control and shall be on the extended centerline for Runway 18-36.
- 3) Establish vertical control at the site based upon U.S.G.S. NAVD 88 datum and set benchmark for use during construction within close proximity of Runway 18-36 if one is not already located there.
- 4) Obtain full cross section elevations along Runway 18-36 at 100' intervals. Each cross section will contain elevations at the centerline, edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 50' apart. Ground elevations shall also be obtained at the edge of pavement.
- 5) Obtain full cross section elevations along connecting and parallel taxiways at 50' intervals. Each cross section will contain elevations at the centerline, edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 25' apart. Ground elevations shall also be obtained at the edge of pavement.
- 6) Obtain cross sections and topography within the survey limits. This will include location and elevation of existing pavements, utilities, structures and other existing features and shall include:
 - (1) Spot elevations
 - a) Earth – to nearest 0.10 ft.
 - i. Elevations at 100' intervals longitudinally

- ii. Elevations at features, terraces, and grade changes maximum 50' transverse
 - b) Pavement – to nearest 0.01 ft.
 - i. Elevations at 100' longitudinally for runway and 50' intervals longitudinally for taxiway
 - ii. Elevations at transverse evenly spaced at a maximum spacing of 50' for runway and 25' for taxiway
 - (2) Visual and Underground Utilities within the Survey Limits – water, gas, electric, telephone, etc.
 - a) Type, size, approximate depth, and location
 - b) Fire hydrant locations
 - c) Manholes, handholes, meter pits, catch basins, inlets
 - i. Size and location
 - ii. Top and invert elevations
 - (3) Fence – type, height, gate sizes, corner and end posts, braces
 - (4) Culverts – Size, length, material, invert elevations
 - (5) Airport Features – Lights, guidance signs, ducts, handholes, junction boxes, underdrains, wind cone, beacon, PAPI, REIL, etc.
- b. Field Survey – Obstruction Removal
- 1) Coordinate access to the Project site with the Airport.
 - 2) Horizontal data shall be established on NAD 83 or better control, and vertical data shall be based upon U.S.G.S. NAVD 88 datum.
 - 3) Obtain horizontal locations and elevations of buildings and trees within the survey limits depicted on Exhibit I. In addition to ground elevations, the heights of trees and buildings (at corners, peaks, and valleys) shall be determined.
 - 4) Obtain topography of other features within the survey limits. This will include location and elevation of utilities, structures and other existing features and shall include:

(1) Spot elevations

- a) Earth – to nearest 0.10 ft.
- b) Pavement – to nearest 0.01 ft.

(2) Visual and Underground Utilities within the Survey Limits – water, gas, electric, telephone, etc.

- a) Type, size, approximate depth, and location
- b) Fire hydrant locations
- c) Manholes, handholes, meter pits, catch basins, inlets
 - i. Size and location
 - ii. Top and invert elevations

(3) Fence – type, height, gate sizes, corner and end posts, braces

(4) Culverts – Size, length, material, invert elevations

3. Geotechnical and Pavement Investigation

- a. Perform a minimum of twenty-two (22) pavement and soil borings (C-1 through C-21, B-1) at the locations shown on Exhibit II extended to a maximum depth of 10' below the existing ground surface or to auger refusal if encountered prior to reaching a depth of 10' to determine pavement and base course (if applicable) thicknesses. The material from the test holes shall be visually classified and logged, and the hole shall be visually examined for free water. Include photos of the pavement cores in the report.
- b. Perform geotechnical investigation and laboratory tests required for project design. As depicted on the attached Exhibit II, four (4) shallow pit soil samples (TP-1 through TP-4) shall be taken at the approximate locations shown along existing Runway 18-36. The sample shall be taken 1' to 2' below the existing ground surface.
- c. Perform laboratory testing of the shallow pit soil samples. The laboratory testing for the samples will include liquid and plastic limits (Atterberg Limits), grain size analysis (hydrometer method), standard proctor compaction test (moisture-density relationship), remolded California Bearing Ratio (CBR) test and classification of the sample in accordance with the Unified Soil Classification System (USCS).

- d. Prepare a site specific written geotechnical report providing a discussion of the field and laboratory procedures and results, observations related to materials encountered during the drilling, results of laboratory tests, and boring logs. If subgrade treatment or modification is required, recommendations related to subgrade preparation and modification will also be presented in the report.

C. CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.



AN ORDINANCE AMENDING CHAPTER 10 OF THE BOONVILLE CODE OF GENERAL ORDINANCES

WHEREAS, the City of Boonville has recognized that there is no method for tracking or enforcing the sales tax on retail purchases in the City by vendors operating here on a temporary basis; and

WHEREAS, the City wishes to collect compensation from such vendors for the privilege of doing business at retail in the City, as it does through the receipt of sales taxes and business license fees on the receipts of its permanent resident businesses; and

WHEREAS, effective January 1, 1985, Article X Section 6.1 of the Missouri Constitution was amended to eliminate the merchants and manufacturers' tax on most tangible business personal property (held as inventory and raw materials), rendering it exempt from ad valorem taxation, therefore Articles III and IV of this Chapter are no longer of any force or effect and should be repealed. In lieu of these taxes, counties now collect a surtax levied against commercial and industrial property, a portion of which is disbursed to local taxing districts pursuant to the formula set forth in Section 139.600, RSMo.

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

SECTION 1: That as and for the following amendments to Chapter 10 of the Boonville Code of General Ordinances, set forth in this bill containing all of the currently-published text of certain City ordinances heretofore codified therein, the text amendments prescribed herein should be and are hereby ordered to be made to the Boonville Code of General Ordinances, as follows: all text that is bracketed ([]) and ~~struck through~~ shall be deleted, and all text appearing in **bold print** shall be added.

SECTION 2: Those sections of Chapter 10, which are not set out in this ordinance shall remain in full force and effect as same were last published in the Code.

SECTION 3: Highlighted text and ellipses are included for the convenience of the codifier and reader only and shall not appear as such in the Code. The following Sections of Chapter 10 of the Code shall be amended as follows:

LICENSES AND TAXATION

ARTICLE I. - IN GENERAL

* * *

Sec. 10-3. - License required; penalty.

- (a) Every person defined to be a merchant, **itinerant merchant**, manufacturer, wholesaler or service occupation by the provisions of this article shall, before doing or offering to do business as such, procure from the city clerk a license therefor under the provisions of this article.
- (b) Any person who shall make any sales as a merchant, **itinerant merchant**, manufacturer, wholesaler or service occupation without first complying with the provisions of this section, or otherwise violate or fail to comply with any of the provisions of this article, shall be deemed guilty of an offense. Every day such person shall continue in business, after demand for payment of the proper license is made by said city clerk, shall constitute a separate offense.

(Ord. No. 2173, § 5, 5-6-74; Ord. No. 2758, § 4, 12-2-85)

* * *

Sec. 10-11. - Display of license.

No merchant, **itinerant merchant**, manufacturer, wholesaler or service occupation shall fail to display his license in a prominent place in his place of business, where the same can be seen by members of the general public.

(Ord. No. 2173, § 14, 5-6-74)

* * *

Sec. 10-19. – Itinerant merchant and temporary market permits.

- (a) **Definition.** For the purpose of this Section, an “itinerant merchant” is defined as any person, firm or corporation, whether through its owner, agent, consignee or employee, whether a resident of the City or not, who engages in the business of selling and delivering goods, wares and merchandise in the City on a temporary basis and who, in furtherance of that purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, public room, hotel room or convention space, lodging house, apartment, shop, or any other place within the City for the exhibition and sale of such goods, wares and merchandise.
- (b) **Individual itinerant merchant licenses.** Except as otherwise provided in this Section, every itinerant merchant shall pay a license fee of one hundred fifty dollars (\$150.00). The license is valid for no more than three (3) consecutive calendar weeks, and no itinerant merchant shall be issued more than three (3) such licenses in any calendar year.
- (c) **For any single event in the City for which a Temporary Market license has been issued to a coordinating entity, no individual itinerant merchant licenses shall be required.**
- (d) **The person or entity responsible for recruitment, coordination, registration, promotion, assembly, location, and advertising for any group event at which itinerant merchants and**

temporary food vendors are doing business at a group event, shall first obtain a Temporary Market license from the City Clerk at the following rate schedule, and each such Temporary Market license shall be valid for any seven (7) calendar days in a one (1) year period from date of issuance.

- (e) The fee for a Temporary Market license shall be based upon the number of participating vendors. Temporary Markets with 1—15 vendors shall be charged one hundred fifty dollars (\$150); those with 16 – 20 vendors shall be charged two hundred dollars (\$200); those with 21—25 vendors shall be charged two hundred fifty dollars (\$250); those with 26 or more vendors shall pay three hundred fifty (\$350) for the license. Any Temporary Market license issued for a group event shall be exclusive of any permits, inspections or regulations required by the County Health Department for temporary food service establishments.

Secs. 10-[19] -20—10-27. - Reserved.

ARTICLE II. - CIGARETTES^[2]

Footnotes:

--- (2) ---

State Law reference— Cigarette tax, RSMo Ch. 149.

Section 149.192, RSMo, effective October 1, 1993, preempted the entire field of taxation of cigarettes and tobacco products and prevented cities not already taxing cigarettes from doing so by ordinance or other means or increasing the amount of the levy from that which was in place September 30, 1993.

* * *

ARTICLE [V.] III. - UTILITY TAX

DIVISION 1. - GENERALLY

* * *

DIVISION 3. - TELEPHONE COMPANY

Sec. 10-99. - Tax imposed.

Every person engaged in the business of providing telephone service for compensation in the city shall pay to the city as a license tax a sum equal to ~~[two and two tenths]~~ five per cent (5%) of the gross receipts from such a business.

(Code 1958, § 44.04; Ord. No. 3992, § 1, 4-17-06)

Note— Pursuant to Ord. No. 3992, Section 3, the rate reverted to 5% when HB 209 was declared unconstitutional. See, *City of Springfield v. Sprint Spectrum, L.P.*, 203 S.W.3d 177 (Mo. banc 2006) 8-8-06.

Sec. 10-100. - Payment.

Every person engaged in the business of providing telephone service in the city shall, within 30 days after June first, September first, December first and March first of each year, file with the city clerk a sworn statement showing the gross receipts of such person from such business for the three calendar month period immediately preceding, and shall at that time pay to the city clerk an amount equal to five per cent of the gross receipts from such business for the three calendar month period.

(Code 1958, § 44.05)

Secs. 10-101—10-105. - Reserved.

SECTION 4: That Articles III and IV of the Chapter be repealed in their entirety and stricken from the Code and the remaining article be renumbered accordingly, as indicated above.

SECTION 5: This Ordinance shall be in full force and effect after its passage and approval.

FIRST READING: September 18, 2017

SECOND READING THIS 2nd DAY OF OCTOBER 2017, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS APPROVAL

Passed this 2nd day of October, 2017.

President of the Council

APPROVED THIS 2ND DAY OF OCTOBER 2017

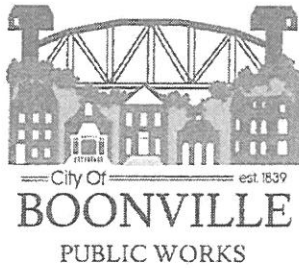
Julie Thacher

Mayor

ATTEST:

Teresa Studley

City Clerk



MEMORANDUM

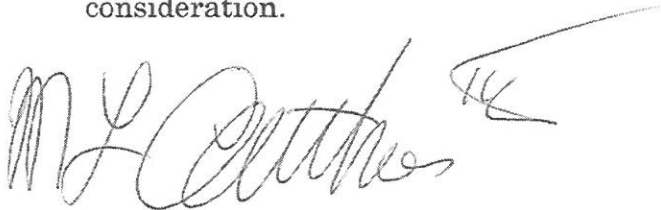
TO: Street, Alley and Sanitation Board

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

DATE: August 28, 2017

RE: August 30, 2017 Meeting Cancellation

The Street, Alley and Sanitation Board regularly scheduled meeting for Wednesday, August 30, 2017 is cancelled. There are no pending agenda items for board consideration.



M. L. Cauthon III

**BOARD OF PUBLIC WORKS
MEETING
August 31, 2017**

The Board of Public Works met at the City Services Building at 1200 Locust, 5:30 p.m. August 31, 2017. The following voting members were present: Ed Scrivner, Kathy Lang, Van Donley and TC Meller. Other members present: Susan Meadows, Council Representative and M.L Cauthon III, Director of Public Works.

ABSENT or EXCUSED: None

MINUTES:

Minutes of the February 23, 2017 Board of Public Works meeting were approved as presented. The motion to accept was made by Mrs. Lang, seconded by Mr. Donley. Voting yes: Scrivner, Lang, Donley and Meller. Voting no: none.

PUBLIC COMMENTS: None.

ACCOUNTS:

Motion was made by Mr. Scrivner to approve the bills to be paid September 5, 2017. The motion was seconded by Mr. Meller. Voting yes: Scrivner, Lang, Donley and Meller. Voting no: none.

OLD BUSINESS: None

NEW BUSINESS: Election of a Chairman – Mr. Donley, seconded by Mrs. Lang, nominated Mr. Scrivner for chairman. Voting yes: Lang, Donley and Meller. Abstaining: Scriver. Voting no: none

MISCELLANEOUS:

Mr. Cauthon reported that the latest quarterly Disinfection by Product samples are in -compliance with DNR regulations.

ADJOURN:

With no further business, the meeting was adjourned at 5:58 p.m. with the motion from Mr. Scrivner, seconded by Mrs. Lang. Voting yes: Scrivner, Lang, Donley and Meller. Voting no: none.

Respectfully submitted,

M. L. Cauthon III

Approved by:

Ed Scrivner, Chairman

Tourism Commission
Visitor Center, 100 Spring Street
September 12, 2017, 12:00PM
DRAFT Minutes

Members Present: Deb Jewett, Julie Pasley, Gin O'Keefe, Paul Keller, and Morris Carter (Council Rep)

Members Absent: Leah Jonker

Staff: Katie Gibson, Kate Fjell

I. Call to Order

The Meeting was called to order at 12:00PM with a quorum present

II. Public Comments

None

III. Minutes

The minutes from the June meeting were presented. Gin moved and Deb seconded that the minutes be approved as presented.

IV. New Business

a. August 2017 Financials

The August financials were reviewed. The revenue income for the merchandise included the solar eclipse sales, which were significant.

b. Lewis and Clark Trail Brochure

Katie presented a proposal from the Lewis and Clark Trail brochure advertising, The Brochure is being rebranded as the "Discovery Trails" and the City has participated for the last 3 years. Deb moved and Julie seconded that we continue supporting the brochure. The motion passed unanimously.

c. Adventure Outdoor

Katie presented an advertising offer from Outdoor Adventure, a national magazine. The Commission felt that Boonville's amenities in this market were minimal and there was no action on the proposal.

d. Solar Eclipse Recap

Katie distributed a solar eclipse recap. In general, the City and the event were successful. Although the turnout was less than expected, the visitors who came were appreciative of the City and community efforts.

e. Leadership Boonslick

Katie announced that Leadership Boonslick would be coming back in 2018. The last session was in 2017 and it was created to identify and educate future community members. Applications and more info will be available in the coming months.

f. 2nd Street plans

Katie asked Morris to detail the proposed 2nd street plans. Morris explained that the City is looking to continue to clean up the area and potentially turn it into a designated event/festival space.

g. Museum Plans

Katie explained that she and Jade are working on both a 5 year development plan for what is next for museum development as well as activities this winter to get more locals in the museum.

Old Business

- a. Guides: Top 10 and Walking guide are done
- b. Soccer Fields- Kate updated the group on the soccer field development. The work continues at the fields, the grading is nearing completion and the City construction crews have been busy putting in sewer and water.

V. Miscellaneous

- a. None

VI. Adjourn

The Meeting was adjourned at 1:10

Submitted,
Kate Fjell

Code Enforcement Update 9/5/17

Properties in **BOLD** have been filed and/or are now pending in Court

Properties on 8/31/16 Prosecutor List

Derelict Building

523 High Street (Lueck/Parish) filed 11/23, written work plan offered, no compliance, trial 7/26/17, judgment entered with suspended execution

904 6th Street (Kelly) filed 3/15, summons issued but on hold/not delivered to the sheriff, property has transferred and new owner (Porter) is working with Steve on a rehab plan

916 6th Street (Gaus), after review of file/re-inspection with progress noted, sent back to Glenn/Paula/Steve to monitor for continued progress

105 Rear High (Elley), filed 3/15, return date/first appearance 4/12, dismissed 6/26 due to compliance

803 E. Morgan Street (CAMP Properties), filed 3/14, return date/first appearance 4/12, dismissed 6/28 due to compliance

819 6th Street (Saling), filed 1/20, return to court 4/19, repairs and siding underway, cause continued to 9/6 to monitor progress

Code Enforcement – Cars

1004 Locust (Schmittou), filed 12/15, dismissed 2/8 due to compliance

816 3rd Street (HARWIL/Harrison), filed 12/9, dismissed 11/11 due to compliance

732 Santa Fe (Gerke), referral withdrawn/property under routine monitoring

911 Pendleton (Wilmoth/Woodhurst), referral withdrawn, currently no violation

108 W. Morgan (Van Abbema/Jones), referral withdrawn, currently no violation

1118 Hickam (Farnsworth), referral withdrawn, currently no violation

206 Hart (Wright), filed 12/8, dismissed 1/11 due to compliance

1114 6th Street (Wassman), referral withdrawn, currently no violation

821 4th Street (Sellbach/Parker), referral withdrawn, currently no violation

Code Enforcement – Weeds & Debris

814 11th Street (Grayson), filed 11/7, dismissed 1/11 due to compliance

800 11th Street (Jackson), filed 11/7, dismissed 1/11 due to compliance

732 Santa Fe (Gerke), see above under CARS

Code Enforcement – General Public Nuisance

305 E. Morgan (Carter), filed 11/15, written work plan offered, no compliance, trial 6/28/17, judgment entered with suspended execution

Referrals since 11/1/17

Vehicles

1240 Golden Drive (West), filed 12/6, dismissed 2/8 due to compliance

216 6th Street (Smith/Grant), filed 12/8, dismissed 1/11 due to compliance

1010 Jefferson Road (Dunn/Noland), filed 12/15, dismissed 2/8 due to compliance

913 7th Street (Edwards/Livermore), filed 12/15, dismissed 2/8 due to compliance

908 Shamrock Terrace (Cates/Dickinson), filed 1/20, dismissed 3/1 due to compliance

1022 6th Street (I & W Properties/Bax), filed 2/14, dismissed 3/29 due to compliance

600 Krohn Street (Glasscock), filed 2/22, dismissed 3/29 due to compliance

1112 ½ Hickam Street (Zoeller), filed 2/22, dismissed 3/29 due to compliance

1217 Commercial Street (Kemp), filed 3/23, return date/first appearance 5/3, dismissed 5/3 due to compliance

18065 Jefferson Road (Crockett), filed 3/23, return date/first appearance 5/3, dismissed 5/3 due to compliance

18095 Jefferson Road (Cooper), filed 3/23, return date/first appearance 5/3, dismissed 5/3 due to compliance

Property Maintenance

911 E. Morgan Street (Dotson [Conway]), filed 1/4, motion to dismiss argued 3/22 and denied 3/27, will get trial setting 4/19, dismissed 6/26 due to compliance [defendants paid service fees]

821 6th Street (Dotson [Conway]), filed 1/4, motion to dismiss argued 3/22 and denied 3/27, will get trial setting 4/19, dismissed 4/19 due to compliance

931 Locust Street (Thomas), filed 3/24, summons returned without service, return date/first appearance 4/12, dismissed 6/28 due to change of ownership

818 6th Street (Kuhlmann), filed 3/24 and served 3/26, return date/first appearance 4/12, default judgment entered 5/3

250 Pawnee (O'Rourke), resolved informally in February

1218 6th Street (Dotson/Schoen), resolved informally 3/30

Referrals since 4/3/17

Property Maintenance

1014 6th (Clark), filed 5/19, dismissed 7/12 due to compliance

230 Pawnee (Ziebell), filed 5/24, dismissed 7/26 due to compliance

915 Shamrock (Maxey), filed 6/20, next court date 9/13

120 Lake Drive (Arnold), filed 6/20, dismissed 8/9 due to compliance

1017 Santa Fe (Huffman), filed 6/20, dismissed 8/9 due to compliance

11 Morningside (Liebi), filed 7/28, next court date 10/11

801 Main Street (Udinyiwe), filed 7/28, next court date 9/13

1228 Brown Drive (Jackson), filed 7/28, dismissed 8/30 for failure to serve proper party (surviving children have court permission to sell vehicle), monitor for compliance

1215 4th Street (Perry), filed 7/28, 8/30 dismissed due to compliance

Property Maintenance

509 3rd Street (Laboube), filed 6/20, served 8/11, dismissed 8/30 due to compliance [defendants paid service fees]

521 Leroy (Bruce), filed 6/20, next court date 9/13

Code Enforcement – Weeds & Debris

924 7th Street (West), on re-inspection 8/29, an unlicensed vehicle was discovered, next court date 10/25

Year in review thumbnail

Cases reviewed	47
Deferred or resolved	9
Filed in Cooper Co. Assoc. Cir.	38
Dismissed on compliance	26
Dismissed – other	3
Judgments	3
Pending	6

2017 Code Enforcement Report – January 2017 through July 2017

Weeds/Debris-242 cases

215 Voluntary Compliance

22 City Abated

1 Open, Sent to Charissa

4 of these cases are under the 13-5 (c) classification, one-time notice, which means they are frequent violators and were notified once that we would automatically mow their lawn when needed and bill them of the cost without sending out letters each time they were in violation.

Derelict Cars-99 cases

91 closed, 4 pending 1st inspection date, 4 with Charissa

General Public Nuisance-12 total

These are letters that were sent for dead trees (4), trash cans left out (1), broken windows (3), open door (1), sidewalk obstruction (1), lawn clippings (1), and dead animal carcass (1)

FOG Inspections-38 cases

26 completed cases all passed

12 pending inspections in October

Property Maintenance-26 total

We continue to monitor the progress of the open cases in Ward 1 and Ward 2, we have closed 4 this year.

21 are open cases with work plans

5 are with Charissa

Derelict Building-4 total

4 open cases

Public Works Monthly Report
August 2017

WWTP:

Total flow processed - 25,170,000 gallons

Average daily flow - 812,000 gallons

Sludge disposed - 91.76 tons

Remarks: Mid MO Environmental continued with vacuuming trash and grease from lift station wetwells and plant basins; supported city wide total solar eclipse efforts.

WTP:

Gallons pumped from river - 36,500,000 gallons

Gallons pumped to customer - 35,496,000 gallons

Remarks:

Water Distribution / Sewer Collection:

Installed or renewed water service - 1

Remarks - Repaired leak in 6" water main in 1300 block of 6th Street; assisted with installation of 4" water main at soccer field; installed 2" water service for lawn sprinkler at KMS admin building site; replaced water meter and stop valve at 901 Sonya Drive; leveled meter pit at KWRT; replaced meter pit and meter angle at 3rd and Walnut; heavy cleaning and inspection of sewer main in vicinity of Pilot Truck Stop; assisted with yard waste site trash clean-up; hauled brush from 2nd and Vine Streets; jetted sewers in Prairie Home (twice); TV inspected sanitary sewer service line at 417 Highland Drive; routine sewer line jetting and TV inspection; supported city wide total solar eclipse efforts .

Street Department:

Continued stormwater inlets and piping and street repair construction at soccer fields; paved N / S alley on west side of 500 block of Main Street; rebuilt west side of Main and Vine Streets intersection; supported city wide total solar eclipse efforts; repaired utility street cuts; patched potholes; continued street sweeping.

Central Garage:

Vehicles serviced and inspected -5

Vehicle and equipment repairs - 14

Remarks: supervised street crew in absence of street foreman. Supervised street cut and pot hole repair; supported city wide total solar eclipse efforts.

Weather (recorded at City Services Bldg.):

Average Temperature - 72.7°F

High Temperature - 91.5°F, August 19

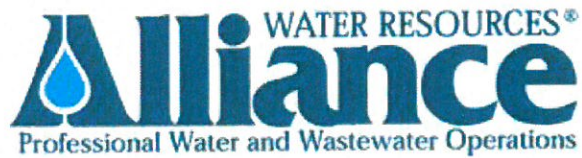
Low Temperature - 54.4°F, August 5

Total Rain - 2.66 "

Maximum Rain - 0.98", August 22

Project Status:

- 1.
- 2.



REPORT OF OPERATIONS

Boonville, Missouri

Water Treatment Plant

August 2017

Submitted by Alliance Water Resources, Inc.

September 18, 2017

City Council Meeting

WATER RESOURCES®
Alliance
Professional Water and Wastewater Operations
OPERATIONS REPORT – Boonville

OPERATING DIVISIONS

MISSOURI

Ashland

Atchison County
Wholesale Water
Commission

Bonne Terre

Boonville

Bowling Green

Buchanan County #1

Cameron

Cape Girardeau

Carroll County #1

Clay County #6

Craig

East Central Missouri
Water & Sewer
Authority

Elsberry

Festus-Crystal City

Franklin County #1

Franklin County #3

Henry County
Water Company

Henry County #3

Kimberling City

Lake Ozark/
Osage Beach

Lincoln County #1

Neosho

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

Russellville

St. Charles County #2

Ste. Genevieve

Sedalia

Versailles

IOWA

Maquoketa

TENNESSEE

Dyersburg Welcome
Center

August, 2017

Administrative

- Todd attended the MWWC conference.
- Joseph transferred to another division and we hired a new employee to replace him.

Treatment

- Normal operations and maintenance were performed this month.
- Replaced the head on the fluoride chemical pump.
- Ordered the parts to repair the West River Pump VFD.
- Washed out the pre-sed clarifier. The concrete is falling from the walls into the basin.
- Reprogrammed the fluoride pump.
- Cedarchem ran some tests with their polymer for compare to what is used currently.
- Air relief valve on the transfer line failed. Ordered parts and will repair.
- Yearly maintenance was performed on the chlorine system.

Project Updates

- Utility Service is scheduled to washout the tower at the water plant next month.

Safety

- No accidents in the month of August.
- Installed safety railing by the garage.

Regulatory

- Ten Microbiological samples were taken in the distribution system. All samples tested were absent of Total Coliform and E-Coli. Report sent to DNR. (see attached)
- Travis Boss with the DNR was here to take THM samples of the clear well prior to cleaning.

Concerns for the Month

- Getting the divers back for the clear well inspection.
- The population increases for the Eclipse.

Positives for the Month

- It was an accident free month.

**OPERATING
DIVISIONS**

MISSOURI

Ashland

Atchison County
Wholesale Water
Commission

Bonne Terre

Boonville

Bowling Green

Buchanan County #1

Cameron

Cape Girardeau

Carroll County #1

Clay County #6

Craig

East Central Missouri
Water & Sewer
Authority

Elsberry

Festus-Crystal City

Franklin County #1

Franklin County #3

Henry County
Water Company

Henry County #3

Kimberling City

Lake Ozark/
Osage Beach

Lincoln County #1

Neosho

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

Russellville

St. Charles County #2

Ste. Genevieve

Sedalia

Versailles

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Maquoketa

TENNESSEE

Dyersburg Welcome
Center

Photos
Pre-sed clarifier



**OPERATING
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Ste. Genevieve

Sedalia

Versailles

IOWA

Maquoketa

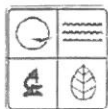
TENNESSEE

Dyersburg Welcome
Center



Safety railing





MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM – PUBLIC DRINKING WATER BRANCH
MONTHLY UV OPERATION REPORT

1. PUBLIC WATER SYSTEM NAME City of Boonville		3. PWS ID MO3010089		2. MONTH / YEAR August 2017	
4. ADDRESS 901 Riveria Drive		5. TELEPHONE NUMBER WITH AREA CODE 660-882-4021		6. E-MAIL ADDRESS tbaslee@alliancewater.com	
7. CITY Boonville		8. ZIP CODE 65233		9. COUNTY Cooper	

3. Unit	4. Total Run Time (hrs)	5. Total Volume (MG)	6. Dosage (mJ/cm ²)	7. Number of Off-Specification Events	8. Total Off-Specification Volume (MG)
Transfer (1)	187.5	34.771	5.20	0	0
Tower (2)	0	0	X	0	0

9. TOTAL VOLUME OF OFF-SPECIFICATION WATER PRODUCED (MG) [A] 0		10. TOTAL VOLUME OF WATER PRODUCED (MG) [B] 34.771	
11. PERCENT OF OFF-SPECIFICATION WATER PRODUCED ((A)/[B]*100) 0		12. PERCENT OF OFF-SPECIFICATION WATER PRODUCED <5 PERCENT ☒ YES ☐ NO	

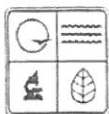
13. Of the 8 sensors, 8 have been checked for calibration and 8 were within the acceptable range of tolerance.

14. The following reactors had a sensor correction factor	Unit	Sensor correction factor

15. COMMENTS

16. NAME OF PERSON PREPARING REPORT Todd W. Baslee	17. SIGNATURE OF RESPONSIBLE OFFICIAL 	DATE 9/10/2017
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MO 790-2208 (06-15)



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM – PUBLIC DRINKING WATER BRANCH
**DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER
 SYSTEMS < 10,000 POPULATION**

PWS NAME City of Boonville		PWS ID MO 3010089	MONTH August
ADDRESS 901 Riviera Drive		TELEPHONE NUMBER WITH AREA CODE (660) 882-4021	YEAR 2017
CITY Boonville	ZIP CODE 65233	COUNTY Cooper	PLANT Main

SEE INSTRUCTIONS

DISTRIBUTION DISINFECTION 1. Number of samples analyzed, A: <u>10</u> 2. Number of samples below 0.2 mg/L, B: <u>0</u> $[(A-B)/A] \times 100 = C: \underline{100} \%$ meeting minimum disinfection required. 3. Avg. disinfectant residual for the month <u>2.89</u> mg/l	TURBIDITY 1. Total number measurements taken monthly, A: <u>190</u> 2. Number of measurements below 0.3 NTU, B: <u>190</u> $[B/A] \times 100 = C: \underline{100} \%$ meeting turbidity requirements.
--	---

Date	Hours of operation	Finished water temperature (C)	Lowest disinfectant at entrance to distribution system (mg/L)	Highest turbidity measurement of the day	Duration disinfectant fell below 0.5 mg/L free Cl ₂ or 1 mg/L chloramines	Value of turbidity measurements that exceed	
			☐ Free Chlorine ☒ Chloramines			1NTU	5 NTU
1	7.25	27	1.43	.05			
2	5.5	26	1.34	.05			
3	6.75	26	1.51	.04			
4	6.5	26	1.26	.06			
5	5.75	25	1.54	.04			
6	4.75	26	1.36	.04			
7	5.25	25	1.01	.03			
8	7.0	26	1.36	.04			
9	5.25	25	1.74	.04			
10	7.0	25	1.44	.18			
11	4.0	24	1.42	.04			
12	6.75	24	1.39	.05			
13	4.5	24	1.34	.05			
14	7.0	24	1.88	.08			
15	6.75	25	1.50	.07			
16	6.25	25	1.62	.06			
17	4.75	25	1.97	.04			
18	6.5	25	2.37	.05			
19	6.25	25	2.17	.04			
20	5.75	26	2.00	.04			
21	5.5	24	2.96	.04			
22	5.0	25	1.43	.04			
23	6.0	26	1.52	.04			
24	4.75	25	1.64	.04			
25	8.0	26	1.06	.04			
26	9.75	25	1.71	.04			
27	5.5	25	1.72	.04			
28	5.5	24	1.14	.05			
29	5.0	24	1.64	.07			
30	8.5	24	1.83	.07			
31	4.5	24	1.97	.07			

NAME OF PERSON PREPARING REPORT Todd W. Baslee	SIGNATURE OF RESPONSIBLE OFFICIAL 	DATE 9/11/2017
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MD 790-1904 (07-13)

INSTRUCTIONS: DISINFECTION AND TURBIDITY REPORT FOR SURFACE WATER SYSTEMS <10,000 POPULATION

Please fill out information completely and legibly.

Distribution Disinfection

1. On line 1, enter the total number of samples from the distribution system analyzed for residual disinfectant concentration (total chlorine or combined chlorine) during the month. The residual disinfectant concentration measurements must be taken at the same time and location as your routine monthly coliform samples. This is the value for A.
2. On line 2, enter the number of samples for the distribution systems that had less than 0.2 mg/L residual disinfectant concentration. This is the value for B.
3. Subtract B from A. (A-B). Divide that number by A. Then multiply by 100. This will give you the value for C. For example: if A= 20 and B= 3, then $C = [(20-3)/20] \times 100 = 85\%$
4. On line 3, enter the arithmetic average for all residual disinfectant samples taken during the month.

Turbidity:

1. On line 1, enter the total number of combined filter turbidity measurements taken during the month. This is the value for A.
2. On line 2, enter the number of combined filter turbidity measurements taken during the month, which are less than or equal to 0.3 NTU. This is the value for B.
3. Divide B by A. (B/A). Then multiply that number by 100. This will give you the value for C. For example: if A = 120 and B = 117, then $C = (117/120) \times 100 = 97.5\%$

Hours of operation:

For each day, record the number of hours each water treatment plant was in operation.

Finished Water Temperature

For each day, record the temperature of water entering the distribution.

Lowest Residual Disinfectant at Entrance to Distribution System:

For each day, record the lowest measurement of residual disinfectant concentration (mg/L) in water entering the distribution system (free available chlorine or chloramines).

Duration Residual Disinfectant Fell Below Requirement:

For each day, record the duration (hours, tenths) of each period (if any) when the residual disinfectant concentration in water entering the distribution system fell below 0.5 mg/L free chlorine or 1 mg/L chloramines. Note: should this occur the public water system must notify the department as soon as possible, but no later than by the end of the next business day.

The Highest Turbidity Reading for the Day:

For each day, record the highest turbidity reading on the combined plant effluent during the plants operational period.

Value of Turbidity Measurements that exceed 1 NTU and 5 NTU:

For each day, record the value of any turbidity measurements taken during the month, which exceed 1 NTU and 5 NTU. Note: should this occur the public water system must notify the department as soon as possible, but no later than the end of the next business day.

INDIVIDUAL FILTER MONITORING AND REPORTING

1. Was each filter continuously monitored for turbidity and results recorded every 15 minutes? YES
2. Was there a failure of the continuous turbidity monitoring equipment? NO
If yes on 2, was the equipment repaired within 5 working days or 14 days with department approval? N/A
If yes on 2, was grab sampling done every four hours until failure corrected? N/A
3. Was any individual filter turbidity level >1.0 NTU in two consecutive measurements taken 15 minutes apart? NO
If yes, perform follow-up actions step 1.
4. Was any individual filter level for three months in a row > 1.0 NTU in two consecutive recordings taken 15 minutes apart? NO
If YES, perform follow-up actions step 2.
5. Was any individual filter turbidity level > 2.0 NTU in two consecutive recordings taken 15 minutes apart for two consecutive months? NO
If YES, perform follow-up actions step 3.

FOLLOW-UP ACTIONS to PERFORM

1. Report filter numbers, turbidity measurements that exceed 1 NTU and dates the exceedances occurred and causes if known.
2. Conduct a self-assessment of the filters within 14 days of the triggering event. The system must report the date self-assessment was triggered and the date it was completed.
3. The system must arrange to have a comprehensive performance evaluation performed not later than 60 days following the triggering event. The evaluation must be completed and submitted to the department within 120 days following the triggering event.

The Missouri Department of Natural Resources-Public Drinking Water Branch recommends contacting your local regional office if any individual filter exceeds 1.0 NTU, the lowest trigger in the individual filter standards.

MO 760-1904 (07-13)



MC 780-0438 165-13

Return completed form to Department of Natural Resources, Public Drinking Water Branch, P.O. Box 176, Jefferson City, MO 65102-0176

Consolidated Public Water Supply District No. 1
Cooper County

P. O. Box 422
Boonville, MO 65233



Phone: 660 882-6455
Fax: 660 882-7351

August 23, 2017

Dear Customer:

The Board of Directors continue to work hard to provide you, our customer, the best quality and quantity of water possible, along with good service. With the passing of the \$5,000,000 bond in April of this year, the Board has been exploring several possibilities of financing and where and when they will start with the major improvements.

A complete water rate study was completed in June and these figures provided the District's need to raise their rates just to remain in the black. It was decided it would be better to have small increases over a few years rather than one large increase at one time for financing the bond and to also stay in the black. In 2014 the District had an 8% rate increase which was the first rate increase since 2006. There was another 4% rate increase in 2016 and the rates of water purchased from the City of Boonville increase each year. Approximately 53% of the District's water comes from the City of Boonville and approximately 47% comes from the Martinsville well. The Board has tried very hard to keep the rates down as much as possible due to prudent and cost effective management of the District.

A 10% increase rate will be reflected in the water bill you will received the end of August which will be due by September 15th.

Sharon Sieckman, District Treasurer, will be leaving the District soon after over 23 years of service. We ask our customers to mail your payments or correspondence to Consolidated PWSD, P.O. Box 422, Boonville, MO 65233. Please do not take any payments to Sharon's house or leave in her mailbox.

Should you have questions regarding this letter or any other business of the District, you may call the number above, or attend any of our monthly board meeting held at 4:00 P.M. the 4th Tuesday of each month at the Cooper County Public Health Center meeting room at 17040 Clinton Dr., Boonville.

Sincerely,

Brenda S. Hodges
District Clerk



Missouri Gaming Commission State/Local Allocation of Gaming Revenues

For the Period 8/1/2017 through 8/31/2017
Year beginning: 8/1/2017



RECEIVED

9/21/17

RPT MGC/3

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Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of Adm Tax	State Portion of Gaming Tax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
08/01/2017	Tuesday	\$8,466.00	\$35,965.77	\$44,431.77	\$4,233.00	\$32,369.19	\$3,596.58	\$7,829.58
08/02/2017	Wednesday	\$7,094.00	\$43,173.52	\$50,267.52	\$3,547.00	\$38,856.17	\$4,317.35	\$7,864.35
08/03/2017	Thursday	\$8,866.00	\$41,977.30	\$50,843.30	\$4,433.00	\$37,779.57	\$4,197.73	\$8,630.73
08/04/2017	Friday	\$12,608.00	\$79,832.67	\$92,440.67	\$6,304.00	\$71,849.40	\$7,983.27	\$14,287.27
08/05/2017	Saturday	\$13,922.00	\$59,889.81	\$73,811.81	\$6,961.00	\$63,900.83	\$5,988.98	\$12,949.98
08/06/2017	Sunday	\$10,618.00	\$37,928.10	\$48,546.10	\$5,309.00	\$34,135.29	\$3,792.81	\$9,101.81
08/07/2017	Monday	\$5,748.00	\$22,335.86	\$28,083.86	\$2,874.00	\$20,102.27	\$2,233.59	\$5,107.59
08/08/2017	Tuesday	\$7,182.00	\$36,829.69	\$44,011.69	\$3,591.00	\$33,146.72	\$3,682.97	\$7,273.97
08/09/2017	Wednesday	\$7,262.00	\$41,904.33	\$49,166.33	\$3,631.00	\$37,713.90	\$4,190.43	\$7,821.43
08/10/2017	Thursday	\$9,512.00	\$52,481.05	\$61,993.05	\$4,756.00	\$47,232.95	\$5,248.10	\$10,004.10
08/11/2017	Friday	\$11,212.00	\$66,494.59	\$77,706.59	\$5,606.00	\$59,845.13	\$6,649.46	\$12,255.46
08/12/2017	Saturday	\$14,464.00	\$76,529.53	\$90,993.53	\$7,232.00	\$88,876.58	\$7,652.95	\$14,884.95
08/13/2017	Sunday	\$10,578.00	\$48,236.23	\$58,814.23	\$5,289.00	\$43,412.61	\$4,823.62	\$10,112.62
08/14/2017	Monday	\$6,122.00	\$33,643.35	\$39,765.35	\$3,061.00	\$30,279.02	\$3,364.33	\$6,425.33
08/15/2017	Tuesday	\$6,480.00	\$36,376.43	\$42,856.43	\$3,240.00	\$32,738.79	\$3,637.64	\$6,877.64
08/16/2017	Wednesday	\$7,780.00	\$28,793.23	\$36,573.23	\$3,890.00	\$25,913.91	\$2,879.32	\$6,769.32
08/17/2017	Thursday	\$9,602.00	\$49,857.62	\$59,459.62	\$4,801.00	\$44,871.86	\$4,985.76	\$9,786.76
08/18/2017	Friday	\$12,130.00	\$63,058.82	\$75,188.82	\$6,065.00	\$56,752.94	\$6,305.88	\$12,370.88
08/19/2017	Saturday	\$13,392.00	\$65,891.67	\$79,283.67	\$6,696.00	\$59,302.50	\$6,589.17	\$13,285.17
08/20/2017	Sunday	\$10,780.00	\$51,610.18	\$62,390.18	\$5,390.00	\$46,449.16	\$5,161.02	\$10,551.02
08/21/2017	Monday	\$9,188.00	\$36,048.76	\$45,236.76	\$4,594.00	\$32,443.88	\$3,325.52	\$8,198.88
08/22/2017	Tuesday	\$7,006.00	\$33,255.20	\$40,261.20	\$3,503.00	\$29,929.68	\$3,325.52	\$6,828.52
08/23/2017	Wednesday	\$7,118.00	\$37,974.94	\$45,092.94	\$3,559.00	\$34,177.45	\$3,797.49	\$7,356.49
08/24/2017	Thursday	\$8,548.00	\$45,108.37	\$53,656.37	\$4,274.00	\$40,597.53	\$4,510.84	\$8,784.84
08/25/2017	Friday	\$14,106.00	\$69,539.71	\$83,645.71	\$7,053.00	\$62,585.74	\$6,953.97	\$14,006.97
08/26/2017	Saturday	\$15,384.00	\$72,589.86	\$87,973.86	\$7,692.00	\$65,330.87	\$7,258.99	\$14,950.99
08/27/2017	Sunday	\$12,178.00	\$47,925.00	\$60,103.00	\$6,089.00	\$43,132.50	\$4,792.50	\$10,881.50
08/28/2017	Monday	\$5,960.00	\$30,828.95	\$36,789.95	\$2,980.00	\$27,746.96	\$3,082.99	\$6,062.99
08/29/2017	Tuesday	\$5,484.00	\$30,115.44	\$35,599.44	\$2,742.00	\$27,103.90	\$3,011.54	\$5,753.54
08/30/2017	Wednesday	\$6,588.00	\$30,986.12	\$37,574.12	\$3,294.00	\$27,887.51	\$3,098.61	\$6,392.61
08/31/2017	Thursday	\$8,392.00	\$39,090.15	\$47,482.15	\$4,196.00	\$35,181.14	\$3,909.01	\$8,105.01
Casino Report Totals:		\$293,770.00	\$1,446,273.25	\$1,740,043.25	\$146,885.00	\$1,301,645.95	\$144,627.30	\$291,512.30
Casino YTD Totals:		\$293,770.00	\$1,446,273.25	\$1,740,043.25	\$146,885.00	\$1,301,645.93	\$144,627.33	\$291,512.33

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